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The Solicitors' Journal.

LONDON, FEBRUARY 10, 1866.

YESTERDAY (FRIDAY), after Vice-Chancellor Wood had been sitting for half-an-hour, and had disposed of one or two motions, a communication was made to him, and he immediately left the bench. Though no official announcement was made of the cause of this sudden termination to the business of the day, it soon transpired that his Honour had received information of the sudden and wholly unexpected serious illness of his brother, Sir John Wood, Bart. It is, however, announced that his Honour will sit as usual this morning, whence we hope we are justified in concluding that the crisis has terminated favourably.

THE DECISION of the Court of Queen's Bench on the case of Charlotte Winsor will not take the profession by surprise. It is true, as we pointed out in this Journal,* shortly after the prisoner had been respited, there is little or no authority for the proposition that a judge may, at his discretion, discharge a jury in a capital case, and in very remote times, the contrary proposition is laid out as law. Lord Coke himself seems to have been of opinion that in principle no such power could be vested in the presiding judge. "A jury sworn and charged in case of life cannot be discharged," he says, "but they ought to give a verdict" (1 Inst. 227), and the practice of what Mr. Justice Crampton, in his judgment in *Conway v. Reg.*, 7 Ir. Law Rep., calls a "barbarous antiquity," was unquestionably that a jury should be coerced into a verdict one way or other by physical discomfort. In a later period of English History, viz., under the Stuarts, the reverse rule prevailed. Judges were accustomed to discharge juries at pleasure, even in capital cases, and on most frivolous pretexts. Thus, in *Whitbread's case*, 7 St. Tr. 311, Scroggs, C.J., a judge whose infamy almost rivals that of Jeffreys, discharged a jury merely to obtain the testimony of a second witness to an overt act of treason, as the statute of Edw. 6 requires. Indeed, so flagrant was the abuse of the discretionary power of discharge, as exercised during the Stuart period, that at length, after the revolution, the judges resolved to adhere more strictly to the old practice. They soon, however, found that in certain cases any rigid rule was impossible to be enforced, and for the last hundred years the practice both in England and Ireland has been to discharge a jury in cases of evident necessity, i.e., of such necessity as may seem evident to the presiding judge. Still these fluctuations of practice show that no definite rule has hitherto been laid down. The case just decided goes far to supply the deficiency; it distinctly lends judicial sanction to the proposition that where, in the opinion of the judge, an evident necessity exists, and this he alone is to determine, his decision not being subject to review, there, in all cases, whether of felony or misdemeanour, whether capital or not, he may discharge the jury and remand the prisoner for a second trial. The previous discharge of the jury will be no bar to a second trial because it is not equivalent to *autrefois acquit*. Modern practice, which,

we may add, is certainly in accordance with common sense, has thus overridden ancient precedent.

What is to be done with Winsor now becomes a serious question for the consideration of the Home Secretary. Assuming that the Attorney-General does not feel called upon to grant leave to appeal, the time of her execution is at hand. From some remarks, let fall by the Lord Chief Justice in his judgment on Wednesday, it would seem that her sentence will be commuted into penal servitude for life. On her second trial fresh evidence was adduced against her, and evidence of the most odious description, the evidence of an approver. Under these circumstances, and even assuming that Mary Ann Harris, the approver, was a competent witness, which it is not altogether clear, no verdict, either of guilty or not guilty, having been returned against her previous to her giving evidence, it is not improbable that Winsor, deeply criminal as her career has been, may escape the infliction of the extreme penalty of the law.

Sir George Grey has taken the opinion of the judges upon the matter, but the actual result of their deliberations is at present unknown.

THE CASE of *Fitzgerald v. Northcote* has terminated, as must, from a very early stage of the trial, have been anticipated, with a verdict for the plaintiff, with the exact amount of damages which the Legislature has fixed as the limit of what shall in such cases be deemed "substantial," and the Lord Chief Justice has done his part by certifying in favour of the plaintiff for his costs. As neither the plaintiff nor his father desired any pecuniary advantage from the trial, this amounted to a complete victory for them, a victory at which most of our readers will we are sure heartily rejoice.

It is a little amusing, however, and not a little instructive, to find Mr. Justice Fitzgerald's father's grandson at the head of an "Anti-Bunker Association," and we are confident that the learned judge himself, whose well-earned distinction is but the more honourable from the fact that it is entirely his own doing, cannot, whatever may have been the nature of the letter mentioned during the trial, have "wittingly" assisted in throwing obstacles to their self-advancement in the way of others. The case of the Rev. W. Stone, however, leads us to suspect that some of these "Bunkers" may have been something in the nature of "beggars on horseback," who are never regarded with much complacency by those who have seen them on foot.

OUR READERS will see elsewhere in our columns that Vice-Chancellor Stuart has allowed the exceptions for scandal, filed in the suit which Mr. Edmunds has instituted against Lord Brougham for the realization of his famous mortgage for £5,000.

THE COURT OF QUEEN'S BENCH lately allowed service under unstamped articles to count, under the following circumstances:—The applicant was the son of an attorney who had two businesses: one in London, the other at B. He disposed of the latter to a third party on condition of payment of a sum of money, and that the applicant should be articulated to the purchaser. The father intended to pay for the stamp out of the purchase-money, but the business at B. not succeeding, the purchase-money was not paid, and the articles were not stamped. The applicant served two years in ignorance that the articles were unstamped. At the end of that time the business at B. was broken up, and the articles transferred to applicant's father. He then served for two years more under his father, with knowledge that the articles were unstamped. During this time neither he nor his father were able to obtain money to pay for the stamp, and, at the end of that time, when they could obtain the requisite sum, the articles were stamped. The Court had no difficulty in allowing the first two years to count, and as the non-payment of the stamp did not appear to have been on speculation that the articles might not ultimately be re-

quired, the Court taking all the circumstances into consideration, allowed the whole of the time to count as service under the articles.

MR. E. BEAVAN has resigned his office as Recorder of Chester. A special meeting of the Town Council of that city was held on Wednesday morning in consequence thereof, whereat, notwithstanding some doubts of the propriety of such a course, it was resolved—That Mr. Horatio Lloyd, Barrister-at-Law, &c., be recommended to Sir George Grey as a fit and proper person to undertake the duties of the office. Mr. Lloyd was called to the bar by the Hon. Society of the Middle Temple in Easter Term, 1852.

MR. WILLIAM MARKBY has been appointed judge of the High Court of Calcutta, in succession to Mr. Justice W. Morgan appointed Chief Justice at Agra. Mr. Markby for two years reported for the *Weekly Reporter* in the Court of Exchequer, and edited the last edition of Roscoe's *Nisi Prius* and Criminal Evidence, in conjunction with Messrs. Mills & Power.

IT IS ALWAYS well when contending parties can be brought to a definite issue, and if the apologists of "martial law" are ready to accept the statements of their latest advocate as a fair exposition of their views we shall see no reason to repent the recent discussion of this question, which we had, we believe, the honour of setting on foot.

A gentleman who writes under the signature of "Veteran," and whose letter appeared in the *Standard* on Tuesday last, lays down the following propositions:—

"Martial law" does not mean "law by court-martial," or "law" in its ordinary acceptance of any kind; it means simply the will or discretion of the local military commander, and even where he may think proper to supplement his will by the assembly of "drum-head" or other courts of officers serving under him, it is simply that his opinion may be aided by theirs, and not that he or they are bound by any established code of "law," civil or military. "Martial law" is, in fact, the suppression of all law in presence of a danger which "law" is unable to meet; the state being powerless by ordinary process of law, creates for the occasion a military dictator, whose duty it is to put down the threatened danger by whatever means in his power, but first and above all things to put it down.

Read by the light of this interpretation, which, I believe, will be accepted as correct by most jurists, statesmen, and soldiers, the questions that have been raised as to the more or less of "legal" proof of guilt or complicity on the part of Mr. Gordon are beside the mark. If the commanding officer had reason to believe that Mr. Gordon was a highly dangerous person, and that by promptly destroying him a serious check would be given to the insurrection, he was justified in putting him to death, and in like manner with the minor insurgents. I can easily imagine the necessity might have arisen to hang Dr. Underhill, had he been engaged in one of his mischievous missions to Jamaica at the time of the insurrection.

Now, we accept, with a slight difference, the principles laid down in the first paragraph of this extract, which are, indeed, identical with those already advocated in these pages, but the conclusions drawn therefrom in the following paragraph stand on a very different footing.

If and when these conclusions are accepted by the British public, and recognised as law in British courts of justice, we must acknowledge ourselves to have been in the wrong throughout this discussion, but till then we take the liberty of believing that "Veteran" must have been writing about the law—not of England, but of Prussia. We admit the right of the civil governor (not of the "military commander") to employ military force to put down riot and disturbance, and for that purpose to shoot or cut down as many people as may be necessary; and further, when an army is actually in the field against an enemy, whether domestic or foreign, we admit that the military commander,

over and above his unbridled control of his own army, has a limited authority of trying and punishing, so far as may be necessary for the maintenance of order and discipline, but no further, persons who come in contact with his army; but we utterly deny that any authority resides either in the military commander or any one else, except by an express act of the Legislature, to bring a civilian to trial before a military Court for an offence against the State either in time of disturbance or at any other time.

To refer to the instance lately adduced in the only legal periodical which has attempted to take the despotic side of this question, the troops which shot down the rioters in Lord George Gordon's time were perfectly justified in so doing if it was necessary for the purpose of putting down a riot or preventing a breach of the peace; but if they had seized any of the rioters alive they would have been bound to hand them over to the civil authorities, and if, *having the power to do so*, they had tried and executed them themselves, there can be no doubt that they would have been guilty of murder. Again there was no murder, but, on the contrary, just merit, in the death of the hundreds of insurgents who fell at Coluden; but to have brought a single prisoner taken upon that day to his trial by a military commission would even then have imperilled the necks of the officers composing it; or, again, that the Bristol rioters of 1831 were not put down by military force was a grievous error, but to have tried the prisoners afterwards taken otherwise than by the ordinary process of the law would have been a monstrous wrong.

No such thing has, however, been attempted in England since the revolution, and we have little fear that the advocacy of "Veteran" and the *Jurist* together will do much towards re-establishing the practice here: what we do fear is that an exaggerated idea of our own interest and importance may lead us to tolerate or even approve as against others, and on what is said to be our behalf, what we would not submit to for an instant as against ourselves.

WE MENTIONED some weeks since that it was likely that Mr. John Thomas Ball, Q.C., would take Mr. Justice Hayes's place during the coming circuit. The learned judge is still much indisposed, and Mr. Ball will therefore preside, with Mr. Baron Deasy, on the Leinster Circuit.

IF THERE IS ONE THING more liable than another to bring the administration of the law into disrepute, it is that system of "red tape," so often talked of and written about, and so frequently witnessed among the minor class of public officials.* The difficulties arising from this most objectionable style of impeding business arise, generally, from a mistaken idea entertained by some men as to the duties they have to perform, and the intrinsic importance of those duties; not unfrequently they arise out of the pompous notions of self-importance entertained by the class of "jacks-in-office" desirous of exercising their "brief authority" in a striking manner; but however they arise, wherever "red tape" is dominant, public business suffers in proportion as its rules are put in force with unbending pertinacity. A contest between two sets of officials, even though it only causes irritation to the individuals concerned, and brings the public service into disrepute, is no very edifying spectacle for the public; but its evils are seldom so confined, and, at any rate, we can assure Sir Richard Mayne that such a difficulty is not likely to be regarded favourably by taxpayers.

The account which appeared lately in the daily press of an inquiry held by Dr. Lankester, one of the coroners for Middlesex, has called for these remarks. By that report it appears that a surgeon who was directed by the coroner to make a *post mortem* examination of a de-

* We mean exclusive attention to routine, irrespective of the particular circumstances of particular cases.

ceased person, had been deterred from doing so by the threats of the widow, who vowed she would kill him if he dared to touch the body. On the surgeon applying to the police they refused to protect him, alleging that they had no power to assist in carrying out the order of the coroner, and could only interfere where actual violence had been committed. We would by no means advocate a police constable exceeding his duty, nor do we desire to see him ready in any manner to go beyond his orders, but we put it as a plain and simple proposition—here was a gentleman holding a coroner's order or warrant to perform a necessary public duty—was it or not a mere subterfuge on the part of those who refused to protect him in the discharge of that duty to plead that no violence had been in fact committed? If it was, why was not the policeman who put forward so disgraceful an excuse for neglect of duty made a public example of? But if it was not, and the plea is valid on the part of the constable, is there any possible justification of those whose orders lead to such absurd results?

"After the steed is stolen, shut the stable-door" by all means; but what is the use of guarding the steed if the guard is to stand by and see the thief at work, and yet remain passive until he has been removed under his very eye. Had the surgeon suffered death or violence at the hands of this woman, on what grounds could Sir Richard Mayne have defended the conduct of the police? As guardians of the public peace, it is as much the duty of constables to protect individuals from violence reasonably anticipated, as to bring the perpetrators to justice after the deed is done; *a fortiori*, therefore, it is their duty to protect those acting in the discharge of a public duty from dangers which that duty entails upon them.

From the statements made by Dr. Lankester, there appears to exist a disposition to dispute the coroner's power to command the services of the police, but we are unwilling to attach such a meaning to his words, or to believe such a charge against the Chief Commissioner. The power of the coroner as a magistrate is most extensive, as must be well known to the police; and there is no pretence for disregarding his warrant. Unity of action between separate departments, and especially in such cases as that referred to, is essential to the due administration of the law; and all personal feelings ought to give way to the requirements of duty and the public service.

IT IS WORTHY OF RECORD that a jury has been found possessed of a sufficient approximation to sound sense and honesty to lead them to declare that £80 worth of cigars per annum are not "necessary" for a young gentleman in the guards who is still in his minority, but only half that amount. A tobacconist has brought an action against an ensign in the 7th Fusiliers for £44 14s. for cigars, pipes, &c., supplied to the defendant during six months of his infancy. Notwithstanding that the plaintiff's witness did not consider the amount large for six months cigars for a young man nineteen years of age, Mr. Baron Bramwell thought otherwise, and the jury gave a verdict for £20 only.

Is this really a step in the right direction? or are we to understand in future that £40 worth of cigars are necessary for a young officer in the guards, and he may get credit to that extent to the detriment of the pocket of his parents or guardians? We fear, however, that it would be unreasonable to expect common sense to become too suddenly conspicuous in the jury box, especially when we consider that more jurymen are chosen from the class who supply goods to infants on credit than from those who have sons in the guards.

THE BENCHERS OF THE INNER TEMPLE have elected the Rev. Alfred Ainger, late scholar of Trinity Hall, Cambridge, to be Reader of the Temple.

A CASE in which M. Berryer was engaged, relating to

an appeal against the Public Prosecutor from a judgment of the Tribunal of First Instance, denying to M. Hugon d'Angicourt the title of Count de Poligny, came on last week in the Imperial Court of Besançon. Just at the moment when the judges were taking their seats, the first president addressed M. Berryer in the following terms:—"M. Berryer—The Court is happy to see you at its bar. Fifty years ago you were already pleading in this building, and the remembrance of you has never passed away. Your presence is an honour for the bar of Besançon, and the young advocates, whom I rejoice to see thronging so numerous around you, will count amongst the brightest days of their career that in which they will have had the privilege of hearing such a pleader as yourself." A banquet was offered to the great orator in the evening.

MR. W. F. WINDHAM, "*unquile*" of Felbrigg, who, not long ago, occupied the courts, first in lunacy and afterwards in bankruptcy, for so long a time, and whose case attracted so much public interest, died on Friday, 2nd instant, rather suddenly, at the Norfolk Hotel, Norwich.

THE NOTE OF PREPARATION has been sounding all the week in the classic precincts of the Insolvent Debtors' Court of old time in Portugal-street. We are informed that a new court will be opened there in a few days to be called "The Courts of Justice Compensation Court," at which cases will be heard under the Acts authorising the erection of "The Palace of Justice." A portion of the building has already been fitted up for the meetings of the commissioners, and the Lord Chancellor and his brethren of the Commission have held more than one meeting there, and have, we presume, deliberated.

On Monday last the first case was appointed to be heard at the Old Insolvent Court before Mr. Scott Turner, the High Bailiff of Westminster, and a special jury, to assess the amount of compensation to be paid to Sir Charles George Young, as the sole surviving trustee under the marriage settlement of Mr. William John Lysley. The property in question was 253, Strand, the Holyrood Palace public-house. The claim as made was £10,926, and a special jury was demanded. Mr. Hawkins, Q.C., and Mr. J. O. Griffiths appeared for Sir Charles Young; Mr. Coleridge, Q.C., and Mr. Day represented the Commissioners. The case was appointed for half-past ten o'clock. Only one special jurymen answered to his name, and a *tales* was prayed. Only eight other jurymen answered, and Mr. Hawkins expressed his willingness to try with nine jurymen, but the other side, he said, required the full number to be completed. The officers of the Court inquired whether anyone was in attendance qualified to act as a jurymen in Westminster. No other person was found, and Mr. Hawkins suggested that the number could be completed from the bystanders. Search was made for three more jurymen, but only one could be procured, and Mr. Day expressed his readiness to try with ten jurymen. After the jury were sworn they proceeded to view the premises, and on their return Mr. Hawkins begged the indulgence of the Court for a few minutes, as much time might be saved. The counsel on both sides consulted, and it was announced by Mr. Hawkins and Mr. Coleridge that they had agreed to a verdict for £8,500. Under the direction of the High Bailiff, the jury assessed the compensation by consent at £8,500, and the proceedings terminated. Whatever other effect the section may have it will, it appears, produce a very pretty crop of litigation.

WE ARE SORRY to have to announce that Mr. Commissioner Goulburn met with an accident through a fall whilst crossing the Strand on Wednesday last, in consequence whereof he was unable to attend the court on Thursday and yesterday, and Mr. Registrar Haslitt sat for his honour, and disposed of unopposed cases.

ESTOPPEL BY RECITAL.

Estoppel by recital in deeds, on which it was lately proposed* to offer some further remarks, in connection with "Davidson's Precedents," is a subject not yet handled practically in works where a draftsman hopes to find instruction or guidance. The narrative character of recitals has been almost exclusively attended to, with regard to conveyancing. Even in the reports of the principal commissions, which have presented comprehensive and elaborate views on the transfer of real property, recitals have been looked on rather as a burdensome tale than a means of concluding the rights of parties. Thus one of the most learned of the Real Property Commissioners, Mr. John Tyrrel, in his *Communications*, or, as it might rather be called, treatise, appended to their first report, in 1829, reckons among the advantages of evidencing titles with a register of deeds, that it would shorten them by rendering useless the long recitals which are now introduced in order to keep up a communication between different instruments, and justify trustees in parting with their estates. So, more recently the registration of title commissioners number among the evils of the present state of the law as to landed titles, that historical recitals of the previous title become necessary in the deeds executed on the transfer of landed property. These, they urge, greatly lengthen the deeds, and are the occasion of constantly increasing expense in the future deduction of the title and dealings with the property. Recitals are altogether discarded in the manual of Short Conveyancing by Mr. Prior, whose object has been to cut down his precedents to the quick. To him it "really seems wonderful" how the practice of employing recitals could ever have been considered necessary or even tolerable. While he admits that, as a literary production, a conveyance is much more complete and satisfactory for exhibiting the preliminary state of the title at length, he contends that as, in practice, this has always been well sifted beforehand, it is monstrous that the process should be gone through again, and the draft swelled to thrice its length, for the benefit of some exoteric reader in after times. But he does say, with some practical inconsistency, we think, that if hereafter by some "general order" the cost of recitals should not be allowed for on taxation except under special circumstances, "the character and grounds of execution by the different parties (framed so as to include the benefits of estoppel and others of a similar nature) would be the principal test of the conveyancer's skill." But in a book of precedents, however concise, the conveyancer would have liked and might reasonably have expected to see some examples of such skill. He would be even more at fault in consulting "Prideaux's Precedents," for that work, so far as we can speak from a search in the indexes to its Dissertations and notes, says nothing of estoppel. As to recitals, it advises that they should be as few and simple as possible, and observes, after giving two or three ordinary illustrations, that the recitals which a purchase deed should contain must depend on the particular circumstances of each case. In a note to the Dissertation on Abstracts (p. 121) in Jarman's Conveyancing, on the proposition that recitals are never evidence as against persons not parties to the deed, it is stated, that recitals under seal are conclusive at law against the parties to the deed and those having privity of estate claiming under them, and in actions between themselves may generally be relied on as estoppels, although not so pleaded; the authorities cited for this statement being *Doe v. Dodd*, 2 N. & M. 638, and *Doe v. Maple*, 2 Scott, 35. But those cases, on reference to them, will be found not to support the statement. The former case decided that where a party to a conveyance is described in it as heir-at-law of a person, surviving devisee of the legal estate, the description is not evidence of the prior death of the co-devisees or of the heirship even against another party, who executed the conveyance. In *Doe v. Maple* a

corporation made a mortgage, which, by an assignment, the corporation being party, came to the lessor of the plaintiff; the defendant claimed under a lease from the corporation of a later date than the assignment, and contended that inasmuch as the recitals in the assignment were not evidence against him of the corporation's seisin at the date of the mortgage, and there was no other evidence of such seisin, the assignment must be treated by the plaintiff as an original mortgage and bear an *ad valorem* stamp; but the Court held that it sufficiently appeared that the deed was a mere assignment, and according to the language of the Stamp Act only required to be stamped accordingly. The two cases in fact seem to belong to the proposition in the text of the dissertation rather than to the note, and to have been misplaced through some inadvertence.

Compared with the above-mentioned works "Davidson's Precedents" has the merit of entering more into the subject of estoppel by recital, yet recitals as to facts and instruments it defines in their narrative character only (vol. 1, p. 41); and, therefore, as appears to us, imperfectly. Recitals it describes to be "the narrative of the facts and instruments, showing the title and relation of the parties to the subject matter, and the motives for the operative parts of the instrument." "They are not to be used if the title and the relation of the parties to the subject matter are so simple as to need no explanation." The introduction or non-introduction of recitals is dealt with by the author on the ground of convenience. Further on it is said that "the object of narrative" (as distinguished from introductory recitals), "is only to explain the interest which the parties to the principal deed have in the intended subject matter." Towards the close, however, of the author's remarks on recitals, a more complete, and, therefore a true view of their operation is given, namely, that they are evidence against the parties to the instrument, and that, although it was formerly held that estoppel could not be by recital, the contrary is now well established. Then occurs the passage:—

"It has not been unusual, when a vendor or other person dealing with the property is seised in fee, to recite that fact, but such a recital is neither necessary nor useful, except in cases in which, for special reasons, it may be desired to record the fact emphatically. The practice probably arose from some wrong notion of the doctrine of estoppel, such as led to the erroneous decision in *Bensley v. Burdon*, where it was held that though the vendor had not the fee at the date of the conveyance, but acquired it subsequently, the recital operated by way of estoppel, so as to bind the vendor. This decision has, however, been properly overruled."

The case which is mentioned in the foot-note as having overruled *Bensley v. Burdon*, 2 Sim. & St. 519, is *Right v. Bucknell*, 2 B. & Ad. 278. On the law in the former case we may offer some considerations, but at present we will show that it has not been overruled by *Right v. Bucknell*. Indeed, as Sir John Leach's decision was affirmed on appeal by Lord Lyndhurst, 8 L. J. Ch. 85, it would be strange if the Queen's Bench had even thought of overruling it. In *Bensley v. Burdon*, by an indenture of release grounded on a lease for a year, a party, after a recital that he was entitled to a remainder in fee in certain real estates, granted for a sum of money an annuity, and charged it on the real estates to which it was recited that he was entitled, and also conveyed all that his remainder, with powers of entry and distress, to secure the annuity. At that time the grantor had no interest in these estates, but subsequently his father devised to him a life estate in them, soon after which he conveyed all the real property which he derived under the will to the defendant. On a bill by the annuitant's assignees, claiming, against the defendant, the benefit of the life estate, Sir John Leach, V.C., held that the plaintiff was entitled to relief on the ground of estoppel. The party having averred in the deed, which, as it regarded the annuity, was also a deed of grant, that he was

seised of a remainder, if the plaintiff were to proceed by entry or distress, and the party were in possession, he would be estopped from stating that at the time of the grant he was not duly seised of the estate in question according to the averments of the grant, and the second grantee, claiming under him, would be estopped in like manner.

It was said that estoppel could not be worked by lease and release and therefore it was necessary to come into equity. But the Vice-Chancellor's impression was otherwise. The conveyance by lease and release would pass only such estate as the party conveying might lawfully pass. But estoppel applied only to cases where the passing of an estate did not come into question—"Where by deed indented a man represents himself as the owner of an estate, and affects to convey it for valuable consideration, having at the time no possession or interest in the estate, and where nothing, therefore, can pass, whatever be the nature of the conveyance, there, if by any means he afterwards acquires an interest in the estate, he is estopped in respect of the solemnity of the instrument from saying, as against the other party to the indenture, contrary to his averment in that indenture, that he had not such interest at the time of its execution." In *Right v. Bucknell* the lease and release were in the common form for the purpose of a mortgage to the lessors of the plaintiff, but in the release the recital was that the mortgagor was "lawfully or equitably entitled." He was in fact entitled in equity, but, for want of a conveyance of the legal estate, was not entitled at law. He afterwards acquired the legal estate and mortgaged to the defendant, against whom the ejectment was brought. Lord Tenterden, in his judgment having quoted Coke, said that there were many other authorities to show that estoppel might be by any indenture or deed poll. But it was a rule that an estoppel should be certain to every intent, and a man should not be estopped where the truth appeared by the same instrument. In the case at bar the very truth that the mortgagor had only an equitable interest was partly admitted; at all events there was in the recital a want of certainty. And upon that the judgment of the Lord Chancellor in the case of *Bensley v. Burdon* proceeded. The Vice-Chancellor held that there was an estoppel "upon the general ground that it was a deed indented, and that the nature of the conveyance, namely, lease and release, made no difference. The Lord Chancellor confirmed this judgment, but put it on this solely that it was an allegation of a particular fact, by which the party making it was concluded. That case therefore greatly differed from the present, in which there was no certain precise averment in the deed of release of any seisin in T. Jarvis the younger" (the mortgagor), "but a recital only that he was legally or equitably entitled. We think therefore that this recital does not operate by way of estoppel." To assert then that this decision has overruled *Bensley v. Burdon* is clearly wrong. It confirms that case by the very distinction which it draws between a certain and uncertain recital in a release, and is an authority for the very proposition which it is cited in "*Davidson's Precedents*" to refute, namely, that the usual recital that a vendor is seised in fee estops him, if he then has no estate but afterwards acquires one, from denying to the purchaser the benefit of such estate. We may add that the Queen's Bench, in its observations on Sir John Leach's judgment, hardly does him justice, for he did not attribute the efficacy to the release in its character of a conveyance, but in its character of a solemn instrument containing an averment, which, he decided, the party making it was estopped from afterwards questioning. Our further remarks on the subject of estoppel by recital must be reserved for a future occasion.

CONCENTRATION OF THE LAW COURTS.—In anticipation of the removal of the courts of law from Westminster to Lincoln's-inn, arrangements, it is understood, have already been made for the Judicial Committee of the Privy Council to sit there instead of where it now holds its sittings.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORD CHANCELLOR.

Jan. 24.

Ex parte CLAYPOLE; *In re* CLAYPOLE.

This was an application to supersede a commission of bankruptcy issued by Mr. Commissioner Goulburn.

A creditor having issued a trader-debtor summons against the bankrupt in respect of a debt of £900, alleged to be due on bills of exchange, but disputed by the bankrupt, the Commissioner had ordered the bankrupt to procure a bond with two sureties for that amount. The bankrupt's failure to procure two sureties constituted the act of bankruptcy. An action at law had since also been commenced upon the bills. For the bankrupt it was alleged that the debt had been settled, and for evidence of settlement an entry was relied on which was made in the books, and in the handwriting of a Mr. Robinson, who was now abroad, but who had been solicitor both to the bankrupt and the creditor, and it was stated that the bankrupt owed no other debts, and that the trader-debtor summons was issued oppressively, and not *bona fide*, with the view of recovering the £900, but to coerce the bankrupt into giving up some other point in dispute between himself and the creditor.

Sargood, for the bankrupt, said that if the bankruptcy were annulled the action would proceed, and the bankrupt could then obtain a commission to take Mr. Robinson's evidence, which he could not do under the jurisdiction in bankruptcy.

Bacon, Q.C., and Reed, contra.

LORD CRANWORTH, C., said that it appeared that the action had been commenced since the adjudication in bankruptcy. It was clear that the debt of £900 had once existed, and no one contended that it had been paid in full. The only question was had there been accord and satisfaction? It would be contrary to all rules of evidence to rely on the mere entry in the books as establishing this. For all that appeared the solicitor might be now within ten hours of London, there being no evidence to show where he was. Even if admitted as evidence, the entry was quite consistent with the view that it referred to a settlement of some other claim, and this view was supported by the oath of the creditor. The application must be dismissed with costs.

Jan. 27.

Ex parte HARTLAND; *In re* HARTLAND.—This was an appeal from an order of the Commissioner at Bristol, for substituted service of a judgment debtor summons.

De Gex, Q.C., and Swanson, for the bankrupt, contended that the deed was bad; that the summons had been obtained upon an affidavit not in the statutory form; that the summons also misrecited the affidavit; that the affidavit suppressed material facts, and did not show that every possible means had been taken to serve the debtor, and also that the order was insufficiently advertised.

Rastburgh, in support of the order, said that the bankrupt having, since the order, appeared by counsel in the Bristol Bankruptcy Court, must be taken to have waived all objection to this summons and order.

De Gex, Q.C., said that counsel had taken the objection on so appearing.

LORD CRANWORTH, C., said that the affidavit appeared to be in wrong form, and the summons did not follow it, but there was a conflict of evidence as to whether or not the objection was taken on the 7th August, which was the day on which the summons was returnable. The case must stand over for further evidence as to this, since if it appeared that the objection was then taken, the bankrupt's present position would not be prejudiced by his having then appeared by counsel.

Jan. 31.

NUNN v. FADIAN.—In this suit the Lord Chancellor (reversing the Master of the Rolls) had, in Michaelmas Term last, decreed specific performance of a lease (with option of purchase) of two houses in Brighton. It had since been discovered that a difficulty would arise in consequence of the fact that a baker's oven, belonging to one of the houses, extended under the back yard of a third house, which had been also the property of the defen-

dants (the lessors), but which had been, before the suit, sold to a third party. On the case being spoken to upon the minutes,

LORD CRANWORTH, C., said that the order would be that the lease be executed by all necessary parties, and that there must be a reference to the Master of the Rolls in chambers if the parties differed.

LORDS JUSTICES.

Jan. 23.

MOORE v. MARRABLE.—*Landlord and tenant—Specific performance—Substitutional agreement.*

The bill in this suit asked for specific performance by the defendant of an agreement, dated 12th August, 1856, by which the defendant agreed to take a house on lease from the plaintiff for a term of years, at a yearly rent, the defendant agreeing to do certain repairs. The defendant entered into possession, and in August, 1859, it was agreed in writing between him and the plaintiff that the plaintiff should accept one Williams as his tenant in lieu of the defendant, on the same terms, and for the same term, as those of the former agreement, and that the defendant should guarantee the payment of the rent during Williams's tenancy. Williams entered into possession, but executed no lease. He paid rent in the first instance to the defendant, and subsequently to the plaintiff, who gave receipts for it as on account of the defendant. In 1863 the plaintiff called upon Williams to repair the premises, and on his denying his liability to do so, the present bill was filed to compel specific performance of the agreement of 1856, which was granted, with costs, by the Master of the Rolls. The defendant now appealed from this decree.

Southgate, Q.C., and Archibald Smith, for the plaintiff.

Selwyn, Q.C., and J. Napier Higgins, for the defendant.

TURNER, L.J., said that there could not be a doubt that the agreement of 1859 was, on the face of it, a substitution for that of 1856. By that of 1856 the defendant was liable for the rent and upon the covenants; by the latter for the rent only. His Lordship thought that the evidence could not countervail the express terms of the agreement. If Williams, when called upon within a reasonable time after the agreement of August, 1859, had refused to execute a lease, the plaintiff might perhaps have called upon the defendant to perform the original agreement; but after this lapse of time, it was not competent to the plaintiff to revert to that agreement.

KNIGHT BRUCE, L.J., said that the plaintiff had, by his conduct, so complicated matters in respect of the tenancy of this house, that specific performance of the original agreement was impossible.

Appeal dismissed without costs.

MASTER OF THE ROLLS.

Jan. 23, 25, 26.

GEE v. LIDDELL.—This was a suit to administer the estate of Joseph Gee. His father, Stephen Gee, by his will appointed Joseph Gee his executor, and directed him to set apart out of his personal estate £2,000, upon trust either to retain the same in his own hands, paying interest thereon at 4 per cent., or to invest the same as therein mentioned, and to pay the income thereof to Mary Whitaker, the sister of Joseph Gee, during her life for her separate use, and after her death to divide the capital among her children equally. Stephen Gee died in January, 1841, and immediately after his will had been read Joseph Gee informed Mary Whitaker and her husband that he knew it had been his father's intention to make the legacy up to the sum of £3,000, and that he would himself carry out this intention, and, accordingly, he signed two memoranda to that effect, and he also paid to Mrs. Whitaker, up to her death in 1861, £120 per annum, as interest at £4 per cent. on £3,000. On Mrs. Whitaker's death her son Thomas S. Whitaker became entitled to his mother's interest under the will of Stephen Gee. On the 3rd May, 1852, Thomas S. Whitaker gave to Joseph Gee a promissory note for £1,000, payable on demand, in payment of a debt. Joseph Gee never required payment of this sum or any interest in respect thereof. In 1860 Joseph Gee died, having by his will made various bequests in favour of Thomas S. Whitaker. The questions were, first, whether Thomas S. Whitaker was entitled to £3,000 or £2,000, in respect of the legacy given by the will of Stephen Gee? secondly, whether the executors of Joseph Gee could set off the £1,000 due from Thomas S. Whitaker on the promissory note, against any claim he might have upon Joseph Gee's estate.

The Attorney-General, Selwyn, Q.C., Baggallay, Q.C., Hobhouse, Q.C., Rendal, Archibald Smith, F. Waller, and H. M. Jackson, appeared in the case.

His Lordship held that Joseph Gee had created a complete trust in favour of Mrs. Whitaker and her son to the full sum of £3,000, which the latter was entitled to enforce. With regard to the £1,000, he held that the acts of Joseph Gee did not amount to a release of the debt. He might have destroyed the promissory note, but had not done so, and the lapse of time, although it might bar the remedy, could not bar the debt, and at the instance of the residuary legatees the executors were

bound to enforce the debt, and they were entitled to retain the amount of the note out of the bequests given by Joseph Gee in favour of Thomas S. Whitaker.

VICE-CHANCELLOR KINDERSLEY.

Feb. 8.

COLE v. WATKINS.—*Glasse, Q.C.*, moved to dismiss the bill for want of prosecution; there was no question about the dates. No doubt there was good reason for the delay.

Pemberton, for the plaintiff, read an affidavit to show that the delay in proceeding had taken place by reason of there being documents extending to ten years of accounts in America, and asked leave to amend or file replication or give notice of motion for decree.

KINDERSLEY, V.C.—Without prejudice to any application to amend, let the usual order be made.

VICE-CHANCELLOR STUART.

Feb. 8.

EDMUNDS v. LORD BROUGHAM.

This bill was filed by the plaintiff for the payment to him of the sum of £5,000 and interest, due to him under an indenture of mortgage. The defendant, by his answer, alleged *inter alia* that the plaintiff had filed his bill solely from vindictive and vexatious motives, arising from defendant's part in an inquiry made into plaintiff's public character before a committee of the House of Lords, and from the defendant having, under circumstances detailed in the report of the Lords Committee, turned the plaintiff out of his house.

Malins, Q.C., and J. Napier Higgins, moved to expunge these statements as being scandalous and irrelevant.

Bacon, Q.C., and Karslake, contra.—The passages in question were not scandalous. If they were they are still relevant, and, as such, their character cannot be decided on until the hearing. They are relevant upon the question of costs, if not upon the direct issue on the liability of the defendant.

The Vice-Chancellor (without calling for a reply).—There is no doubt that this answer, and a public document to which it refers, contain passages which are imputations on the character of the plaintiff. The plaintiff has, however, no right to ask the Court to expunge them if they tend in any degree to illustrate any question at the hearing of this cause or during its progress. Some endeavour has been made to show that the question of costs may arise by retaining the passages referred to. But the question is whether a sum of money is due on this mortgage or not. I cannot think the Court can have its decision influenced by the passages in question, and my duty is therefore to allow the exceptions, and the defendant must pay the costs of this motion.

COURT OF COMMON PLEAS.

Jan. 30.

STIDE v. FURNESS.—This was an action of detinue and trover for tools, &c., the dispute arising on the terms of a contract. The action was referred, and the arbitrator found for the plaintiff, with about £100 damages. On the 14th of January the tools were restored.

Quain now obtained a rule to refer the award back to the arbitrator to amend, or to deal with it as he should think fit.

Attorneys, Rison & Sons.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Feb. 7.

In re GEORGE F. DRUCE.—Mr. George Frederick Druce, a solicitor, carrying on an extensive business at 10, St. Swithin's-lane, was adjudicated a bankrupt upon the petition of Mr. John Muddelle, of Ryde, in the Isle of Wight; his failure being attributable to unfortunate loans upon bill transactions. It appeared that the bankrupt had become responsible for Mr. Shields, one of his clients, and the evidence showed that, in one instance at least, Mr. Druce had become liable upon a bill of exchange of large amount, for a consideration merely nominal. At the first sitting under the bankruptcy a severe contest ensued for the assigneeship, and, eventually, the choice devolved upon the petitioning creditor, Mr. C. E. Lewis carrying the choice, and Mr. Beewick, of the firm of Blakely & Beewick, appear-

ing for several large creditors. An objection was raised by Mr. Beswick to the confirmation of the appointment on the ground that Mr. Muddelle was a creditor for a comparatively small amount (£75), and was friendly to the bankrupt, but the registrar, before whom the matter came (Mr. Pepps), did not consider that sufficient proof had been shown of his inaptness for the office of assignee, and he disallowed the objection. A further objection was made by Mr. Beswick on this ground—two of the creditors had voted by power of attorney, the power being attested by one witness, and the objection was that the power ought to be attested by two witnesses, and substantiated by an affidavit. The Registrar overruled the objection, holding that the ordinary practice of the Court was to receive the power as then tendered. On each of these points the opinion of the Court was desired by Mr. Beswick.

The matter was mentioned this morning, and the 14th inst., at 11, was appointed for the judgment of his Honour.

We learn that the debts under the bankruptcy of Mr. Druce represent a total of about £30,000, and the prospect of assets is at the moment remote, the bankrupt's property consisting for the most part of shares deposited with several persons as security.

COURT OF PROBATE.

Jan. 30.

IN RE GIBSON.—*Executor—Renunciation—Declaration of non-interference with estate.*

Elizabeth Gibson, the testatrix in this case, died at Sydney, New South Wales, on the 19th July, 1863, leaving a will and codicil.

The will was made during coverture (under a power), and was dated the 9th June, 1852. The codicil was made when a widow, and was dated the 6th September, 1861. She appointed eight executors, seven of whom were resident in the colony where the will was made, and the eighth was also at Melbourne when this application was made.

On the 10th September, 1863, probate was granted by the Supreme Court of New South Wales to one of the executors, W. H. Lamond, alone (with leave reserved); and on the 15th October, 1863, probate was granted by the Supreme Court of Victoria to the said W. H. Lamond; and on the 22nd June, 1864, to W. Sloane, another of the executors (with leave reserved).

D. Kennedy, another of the executors appointed by the testatrix, died on the 29th February, 1864. The five remaining executors executed deeds of renunciation, by which, after reciting that "whereas [the person executing the deed] has not acted in the trusts of the said will and codicil, or any of them, and is desirous to renounce and wholly disclaim the said trust of the said will and codicil," it was witnessed "that the said [person executing] doth hereby absolutely and irrevocably renounce and disclaim all the real and personal estates, trusts, powers, and authorities whatsoever in and by the said in part recited will and codicil of the said testatrix deceased, given, &c."

The testatrix left certain property in England, and an application was made to the Court for administration, with the will annexed, limited to the property in England, to be granted to Mr. McLaren, as attorney for the two executors who had proved the will abroad.

Bayford now applied accordingly. There are two objections to the deed of renunciation—(1) There was no formal renunciation. [Sir J. P. Wilde.—I think the words are sufficient.] (2) There is no statement that the executor has not intermeddled. Admitting that an executor who has intermeddled is not entitled to renounce, yet the Court has a discretionary power to permit him: 1 Wms. Ex. & Ad. 3rd ed. 201; *Jackson v. Whitehead*, 3 Phil. 577. [Sir J. P. Wilde.—In these cases the Court knew what the executor had done.] Secondly, The intermeddling must amount to an administration (1 Wms. Ex. & Ad. 200; 3 Pet. Abr. 364 n.), that is it must be such as would make a person executor *de son tort*: *Long v. Symes*, 3 Hag. 774. The case of *Edwards v. Harben*, 2 T. R. 597, was a case of reputed ownership. In order to make a man executor *de son tort*, the act done must be done in the character of executor. Thirdly, In such a case as this, that can only be by doing something in accordance with the trusts of the will, express or implied:

3 Pet. Abr. 364. Here the executor says he has not done anything under the trusts of the will.

Sir J. P. WILDE.—The question is, is the renunciation clause sufficient. The case has been well argued upon the point as to what will amount to such an interference with an estate as will preclude an executor from renouncing. The question is whether that renunciation is sufficient in the present state of things. Where an executor in this country renounces in person, he swears upon affidavit that he has not intermeddled; but here he does not renounce in person, but by proxy, and states, but not on oath, that he has not intermeddled. Is, then, the present a sufficient statement of what has occurred? Speaking in the negative, it is difficult to deny everything that can possibly have happened; but did the executor mean to say that he had not practically intermeddled with the estate? I think he did, and the grant may therefore go.

Administration granted.

Attorney, Sladen.

Feb. 6.

In the goods of T. ANDERSON. In the goods of M. RHODES. In the goods of J. SANDS.—These were applications for grants of administration made by the Queen's Advocate on behalf of the Crown and which were granted.

In the goods of T. HARRIS. In the goods of A. MILLER. In the goods of J. PETTY. SUFFIELD v. SUFFIELD AND BROWN.—These were applications for grants of administration, the presumption of death arising from lapse of time, in which Dr. Spinks, Dr. Tristram, and Dr. Wamby, respectively appeared. Granted.

In the goods of W. ALDERSON.—This was an application made by Bayford of a similar nature, which was granted, subject to the production of further affidavits.

In the goods of W. DOBSON (deceased).—The question in this case was whether the words "in case of any fatal accident happening to me, being about to travel by railway, I hereby leave," &c., made it a contingent will.

Dr. Spinks for the motion.

The Court held that the words had not that effect and granted probate *cum test. ann.*

PAGLAR v. PAGLAR AND TONGUE.—This was an application for particulars of dates of a deed of settlement.

Dr. Tristram and Dr. Spinks appeared.

Order for particulars granted.

LETCHER v. ARGULL AND OTHERS.—The Court was here asked to pronounce a will as being the true will in accordance with the verdict of a jury in an issue directed by the Court of Probate, and tried at Bodmin, in 1865, before Keating, J., and also that the costs on both sides should be paid out of the estate.

Mr. H. Bullar and Mr. H. T. Cole appeared.

The Court granted the application as to the will. But refused to make any order as to costs.

In the goods of THE RIGHT HON. LADY HALYBURTON.—Wotherspoon asked for probate of the will and codicil.—*Cwr. adv. vult.*

In the goods of F. CRESSWELL.—The deceased was the sister of the late judge of this court.

Dr. Deane for the motion.

His Lordship granted probate of all papers constituting the will. The Court of construction to work out the result.

HOWES v. SKIPWITH AND BRYAN. JAMES v. WATSON.—These were applications made by Dr. Tristram and Dr. Spinks for directions as to the mode of trial.

COURT OF DIVORCE.

Jan. 20.

LING v. LING AND PRIOR.—*Petition for divorce by husband—Custody of infant children in his absence.*—The petitioner was a railway engineer in India, and had filed a petition against his wife and the other defendant for dissolution of marriage on the ground of her adultery. The petition also prayed for custody of the children to be given to the grandfather, in the absence of the father. The adultery having been proved:

THE JUDGE ORDINARY.—I will make an order that the custody be given to the father or his agent, which will answer the same purpose.

Jan. 30.

RICKETTS v. RICKETTS.—*Suit for restitution of conjugal rights—Answer praying for decree of nullity on the ground of impotency—Examination of parties—Mode of trial—Practice—Sr. 28 and 35.*

This was a suit brought by the husband against his

wife for the restitution of conjugal rights. The respondent, by her answer, prayed for a decree that the marriage was null on account of the impotency of the petitioner.

Lord, for the petitioner, applied to the Court to direct that the case should be heard by the Court alone.

Spinks, Dr., for the respondent, applied for a jury, and also for an order for the examination of the parties.

THE JUDGE ORDINARY.—The order for the examination of the parties must be granted. As to the mode of trial, the 28th and 35th sections give the Court a discretionary power except in a suit for dissolution of marriage. I think the issue raised by the answer is one more fit to be tried without a jury, and I shall therefore order the cause to be tried by the Court alone.

Order accordingly.

Attorneys for the petitioner, *White & Sons*.

Attorneys for the respondent, *Latham & Proctor*.

Feb. 1.

MALLINSON v. MALLINSON.—This was a petition by a wife for a judicial separation, on the ground of her husband's desertion. The respondent filed an answer denying the charge. The desertion was fully proved. Conflicting evidence was given on the part of the petitioner and the respondent relative to certain letters containing offers of return on the part of the husband, which were averred by him to have been sent to and received by the wife, but which she denied ever having come into her hands. Evidence was also given that the respondent was living in adultery with another woman at the time when he alleged that he made the offers to return.

The Judge-Ordinary disbelieved the statements of the respondent and the *bona fides* of the offers to return, if made, and accordingly granted a decree.

Dr. Swanbey, for the petitioner.

Dr. Spinks for the respondent.

Feb. 2.

HATT v. HATT AND JOHNSON.—This was a suit for dissolution of marriage by the husband. A decree *nisi* was pronounced in July, 1865.

The *Solicitor-General* (*Hannen* with him), now applied, on behalf of the Queen's-Proctor, who had intervened. Evidence was given that the petitioner had contracted a bigamous marriage in 1864.

Dr. Spinks, for the petitioner, offered no evidence, and

The Judge-Ordinary declared the decree *nisi* to be rescinded, and the petition dismissed.

CONRADI v. CONRADI AND FLASHMAN.—This was a petition by the husband for dissolution of marriage.

Dr. Spinks and *Inderwick* appeared for the petitioner.

Tindal Atkinson, Serjt., and *Dr. Tristram*, for the respondent.

The Queen's-Advocate, and *Dr. Wamby*, for the co-respondent.

The Judge-Ordinary considered the charge of adultery with the co-respondent proved, but came to the conclusion that the petitioner had been guilty of incestuous adultery with his sister-in-law. The petition was therefore dismissed. A question was raised as to the costs in this case, on which *Cur. adv. vult*.

KAYE v. KAYE.—The husband in this case petitioned for a judicial separation on the ground of his wife's adultery. The parties being Roman Catholics a divorce was not asked for.

Dr. Spinks for the petitioner.

Dr. Wamby for the respondent.

Petition granted.

Feb. 6.

WILSON v. WILSON (the Queen's Proctor intervening). **COOMES v. COOMES.** **CHAPMAN v. CHAPMAN AND DORMAN.** **JORL v. JORL.**—These were applications to the Court that the trials of the respective cases should take place before a jury. Granted.

DAVIS v. DAVIS AND WOLFE. **BRUCE v. BRUCE.** **RUE v. RUE.**—In these cases it was asked that the issues should be tried by the Court itself, without a jury. Granted.

HARRIS v. HARRIS.—This was an application to allow the petitioner to proceed without personal service on the respondent. *Mr. Searle*.

The Judge-Ordinary required further affidavits.

SMITH v. SMITH AND SIMON.—In this case a decree absolute had been granted for dissolution of marriage, and the present application had reference to the settlements.

Dr. Spinks and *Mr. H. Lloyd* for the several parties.

Order granted.

LITTLE v. BUTLER.—Petition for nullity of marriage on the

ground of impotence. An order was made directing the inspection of one of the parties.

The Queen's-Advocate and *Dr. Deane* were the counsel.

ROLLS COURT (IRELAND).

DAVIDSON and TORRENS v. GRAHAM.—*Taxation of costs—Solicitor and client.*

This was an appeal from the decision of the taxing master, disallowing an item in the bill of costs of Messrs Davidson & Torrens, solicitors, by which they claimed payment for preparing a statement of title, &c. It appeared that they were solicitors for a Mrs. Rowan, who possessed some landed property in right of her first husband, and also for the Marquis of Donegal, the head landlord of the property. On her death she gave to her second husband, who survived her, a right of pre-emption of those lands, which he exercised, but re-sold the lands at a profit before the expiration of the time limited for the exercise of the right. On the second sale he had directed Messrs Davidson to prepare a statement of title, &c., for which they claimed payment from the trustees of the will. This was disputed on the grounds that the title was well known to be good, and that the work was unnecessary.

His Honour referred the taxation back to the master for review.

May, Q.C., appeared for Messrs Davidson.

Walsh, Q.C., and *Buchanan*, for the legatees.

COURTS.

CENTRAL CRIMINAL COURT.

(Before Mr. Commissioner KERR.)

Feb. 1.—**Francis Alexander Wenham**, a man of respectable appearance, who had been convicted on Wednesday, January 31, upon an indictment charging him with having unlawfully obtained £10 from *Elisha Little* by false pretences, was brought up for sentence.

Mr. P. H. Lewis prosecuted, and *Mr. Sleigh* and *Mr. Daly* defended the prisoner.

The accused had filled a respectable position as parish clerk of Hatcham, and the prosecutor had become acquainted with him there. The prosecutor believed that he had a claim to some particular property, and he consulted the prisoner upon the subject; and, according to his statement, the latter represented himself to be a solicitor, exhibited a brass plate bearing the name of a solicitor on his office-door, and undertook to conduct the case in Chancery to a successful issue. In consequence of the representations he thus made, the prosecutor appeared to have given him various sums of money, and among these, one of £10, which the prisoner said he wanted for the purpose of obtaining the opinion of *Mr. William Joyce*, barrister, and paying other expenses connected with the suit; and he subsequently informed the prosecutor that he had paid the money and obtained the opinion.

Mr. Joyce was called as a witness, and he stated that all the parties were entire strangers to him; and that, of course, the allegations of the prisoner, so far as he was concerned, were entirely false.

The defence had been that he had not actually represented himself to be an attorney, but that he was merely acting for a gentleman who was an attorney; and some evidence was adduced to show that an attorney did allow the prisoner to act in his name.

The jury convicted the prisoner, and he was now put forward for sentence.

Mr. Daly urged in mitigation of punishment that the prisoner had a wife and six children, and that he would suffer the loss of his situation, the breaking-up of his home, and the degradation which a conviction at the Old Bailey always carried with it.

Mr. Commissioner KERR, in passing sentence, said, after stating the facts—There is no doubt that the prosecutor was exceedingly wrong in placing his case in the hands of a non-professional man. The rule holds good here, as it holds good always, that it is a most unwise thing to do anything irregular. Instead of recollecting that rule, the prosecutor threw himself into your hands, and was dragged by you through a long course of litigation; but the folly of the prosecutor in intrusting himself to your hands, instead of decreasing, rather increases your offence. You seem to have got upon the door of your office a brass plate, on which is engraved the name of a solicitor. We are told that such a thing as this is being done extensively. I hope this case will have the effect of calling the

attention of the Law Association to a practice whereby people live by establishing offices to which unwary clients are induced to go. These offices are no more and no less than so many traps. The name of a man is engraved upon a brass plate and placed upon a door. The man whose name is so engraved knows enough of law to be able to deceive the silly people who come to him. At the present time, and for some time past, the superior courts, and particularly the criminal courts of the metropolis, are infested with touters, or with a number of persons who profess to be touters. The Courts of law have done all they could to put that kind of thing down, but hitherto all such attempts have been unavailing. It would not be fair that you should be made the sufferer for the offences of others, but certainly something must be done to put down the prevalent system of persons practising as attorneys who are not attorneys. The sentence upon you is that you be imprisoned and kept to hard labour for four calendar months.

COURT OF BANKRUPTCY.

(Before Mr. Registrar ROCHE.)

Feb. 7.—*In re J. C. Dalton*.—The bankrupt was an attorney practising in George-yard, Lombard-street, and elsewhere, formerly of Bucklersbury. The petition being by a creditor, no account has been yet filed, but the liabilities are said to be considerable.

An assignee was now chosen, and Mr. James Cooper, of the firm of Johnstone, Cooper, Wintle, & Evans, was appointed manager to the estate.

GENERAL CORRESPONDENCE.

EXECUTOR'S RIGHT OF PREFERING HIS OWN DEBT.

Sir,—Will you allow me to invite the attention of your readers to the law affecting the right of an executor to pay any creditor in preference to others of equal degree, and his consequent right to discharge his own debt in a similar way. The result of this principle is often in the highest degree inequitable, in proof of which I may adduce a case recently brought to my notice, where a tradesman died insolvent, leaving a considerable stock in trade and other property, and being largely indebted to his father-in-law for capital advanced, on the strength of which numerous wholesale houses had been induced to give to the deceased credit to a large amount. The father-in-law procured a will under which he was left sole executor, and upon the death of the tradesman he quietly applied the whole estate in discharging his own debt in full, not paying a penny to the general creditors.

The case is reported upon the only point which could really be disputed by the creditors (*Boyd v. Brooks*, 13 W. R. 419, 34 L. J. Ch. 605), and Lord Chancellor Westbury, who decided it, justly speaks of "the conclusion to be derived from the principle of law" under discussion as "barbarous." Nor does there appear to be any available means of preventing the exercise of this power by an executor, as it is laid down that, notwithstanding a bill is filed, the right of preference continues until a decree for an account is actually made; thus allowing abundant opportunity for the executor to secure a preference to himself or any other favoured creditor. It is not perhaps very easy to see the proper remedy for this monstrous state of the law; but I venture to suggest that every executor should, before paying any debts (including his own) be bound to give certain public notice by advertisement, and that he should then be compelled to pay, *pari passu*, all creditors of whose demands he has notice; and that any executor paying a debt without giving the prescribed notice, should do so at his own peril, should the assets afterwards prove deficient.

Trusting that others of your readers will state their views and experience on the above point.

Jan 18.

"IN EQUALITATE EQUITAS."

ARTICLED CLERKS' EXAMINATIONS.

Sir,—Permit me to advocate in your columns the superiority of class lists, as conducted on the university principle, to the system at present pursued by the Incorporated Law Society. The greater body of articulated clerks would be only too glad to see their names arranged in the Intermediate and Final Examinations in classes I., II., or III., according to the ability shown by them in answering the questions. It is true that the Incorporated Law Society does give prizes to

the three or four who have displayed merit above the common; but, on the other hand, the great mass of candidates are not placed at all. Now the great advantage of the class list system would be to create universal competition. By this means the clever and ambitious young man, with little or no interest, will find it to be worth his while to work for a place in class I., where his talents, thus patent to the public, will quickly command for him a position suited to his ability. Again, the articulated clerk who has plenty of interest, and expects to be taken into partnership as soon as his five years articleship is completed, will be thus stimulated to read for a degree, instead of just getting his pass, as he does under the present system. In conclusion, then, it is to be hoped that the Incorporated Law Society will at once, with the same energy that it has displayed in establishing new law classes, set about carrying into effect a principle which, by creating competition, will raise the tone of the whole profession, and by affording justice to the articulated clerk, enable him to obtain the proper reward for his ability and application to the study of the law. L. W.

OFFICE SOLICITORS.

Sir,—In your number for 6th January you inserted a letter of mine on the subject of an advertisement of a certain "Mr. Thompson" as to arrangements with creditors, through his "office Solicitor," and in that letter I said that I could tell you of a man who, through his "office Solicitor," got plenty of Bankruptcy business. Having just had notice from a client of the registration of a deed of this man's preparation, purporting to be in compliance with the well known 192nd section of the Bankruptcy Act, it may interest your readers, and it may well interest the public, to know what sort of a deed I find it to be.

I cannot introduce what I have to say more aptly, than by quoting yourself. At page 592 of your last volume you say, "As the matter stands at present, then, *Turquand v. Moss* is a distinct and binding authority that a secured creditor must not only be taken into account, in calculating the majority in number (as decided by *Ex parte Smith*), but that his debt must be reckoned at its full amount, without deducting the security, in estimating both the total value of the debts, and the value of the debts due to assenting creditors."

In contravention then of this rule of law, in the deed on which I am commenting, the secured creditors are altogether excluded in reckoning the amount of debts.

Then as to the *ad valorem* stamp duty: the Act says it is to be five shillings in the £100 on the value of the property conveyed by the deed. Unfortunately I cannot quote you here, for in your dissertation you do not so much as allude to the point, and I have never seen the matter discussed anywhere else, though in practice it seems an undecided question. I think that in analogy to the provisions of the general stamp Act on the conveyances of equities of redemption, the incumbrances on the property conveyed must be included in the calculation of value; some practitioners I believe, hold a different opinion. That does not however affect the demerits of the deed in question; for the needful affidavit roundly puts the effects at about £400 at least under the value of only one equity of redemption conveyed by the deed, and there are several other equities of redemption besides; in fact, while it is probable that the secured creditors were not taken into account because of the ignorance of the "hedge lawyer" who prepared the deed, there can be no doubt that, in swearing to the amount of effects, the debtor has been led into misstatements which, if knowingly made, are gross perjury. A minor point should also be mentioned: philosophically speaking, the distinction drawn between documents under hand and under seal may be considered to be pedantic; still, until a law is promulgated to abolish this distinction it ought to be observed: this so-called deed is not under seal.

Such is the way the public is dealt with by men of the description to which I have alluded: with regard to the profession, as I have before said, this very man, ignorant as he is, and impudently unscrupulous as he is, is constantly at work preparing these precious documents, to the embarrassment of respectable solicitors, whose clients have advanced money on the property of the people thus ostensibly made bankrupt, and to the impoverishment of honest creditors who prefer to suffer a certain loss rather than spend money to expose the fraudulent practices perpetrated in the name of the law by such disreputable people. G.

Feb. 1.

ARBITRATION.

Sir,—A practice has become of late very prevalent in our law courts, among counsel eminent in their vocation, of constantly advising their clients to have their cases referred to arbitration. This system appears so fraught with evils—and apart from the open-day work of even-handed justice—that it seems to me a fit subject for your observation. The big-wigs of the Courts do not relish the notoriety of failure; and as one side must fail where the other wins, this adroit method of a reference saves all such risk, and the pocket of the client is not often duly considered, whose costs must be amplified by such a course, while the great ingredient of many law cases, “of which side is to pay costs,” is lost sight of by the arbitrator, who can hardly fail to pre-suppose some kind of compromise to be his duty, and this is too often shown in a division of attendant expenses for each side to pay. A trivial instance occurred but lately in the Court of Exchequer, where the plaintiff was urged by his senior counsel to have his cause so referred to arbitration, and on his declining, the defence broke down so fatally that the judge put an end to it, and ordered a verdict and costs in his favour! I should add that it has been credibly reported to me that the Western Circuit is remarkable for these arrangements.

A BRIEFLESS BARRISTER IN THAT CIRCUIT.

Feb. 2.

[These gentlemen should take a hint from the Lord Chief Baron, who is reported to have said the other day, “When I was at the bar I laid down as a rule for my own guidance ‘I will arrange anything but refer nothing.’”—Ed. S. J.]

MOTHER-IN-LAW.

Sir,—I shall feel much obliged if you will kindly answer the following questions in your next number, the work being taken in at the office where I am engaged:—

Is not my father's wife (she not being my mother) my “step-mother”? Is not my wife's mother my “mother-in-law”? or is the description “mother-in-law” properly applicable to both persons—that is, in fact, is there any difference between “mother-in-law” and “step-mother”?

Feb. 1.

JAMES LEMON.

[The right answer to both questions is “Yes;” but it is not uncommon, though inaccurate, to speak of a step-mother as a “mother-in-law.” We believe the erroneous practice originated in, or, at any rate, first gained currency through, a misuse of the word in “The Pickwick Papers.”—Ed. S. J.]

NEXT HEIR.

Sir,—In answer to “Articled Clerk's” question under this heading, * I beg to refer him to the celebrated leading case known as *Archer's case*, from which he will see that the contingent gift over is to the next heir as *persona designata*, and that a good title cannot be made to the fee in A.'s lifetime, without the concurrence of every one of his children by his first wife, and also of the testator's heir-at-law. R. S. V. P.

Sir,—After a careful perusal of the “devise” referred to in the letter of your correspondent “An Articled Clerk,” which appeared in your impression of Saturday last, * I have come to the conclusion that the only way in which the fee can be conveyed is by all the children of A., by his first wife, C., releasing their interest, which is clearly contingent, to A., who will then be seised of an estate in fee simple in possession, and thus enabled to convey the fee. LEX.

Feb. 4.

“LOOK ON THIS PICTURE, AND ON THAT.”

Sir,—In the final examination of articled clerks for Hilary Term, just passed, it appears that out of 114 candidates only three were plucked; whilst in the *Law Students' Magazine* for June, 1850, one reads—“In this (Easter, 1850) Term, out of 118 candidates, thirty-three were rejected; and it presents, as a result, the rejection of more than double the highest amount ever before reached, being in the proportion of one in every three and a-half individuals.”

Is it that the clerks come up now better prepared? or are the examiners less strict? M.

Feb. 5.

[Probably the severe example then made has since borne good fruit.—Ed. S. J.]

ARTICLED CLERKS AS ADVOCATES.

Sir,—The important subject of articled clerks appearing as advocates will be discussed at the next meeting of the Articled Clerks' Society, to be held at the Whittington Club, Arundel-street, W.C., on Wednesday, the 13th instant, at 7 p.m., when, as one of the committee, I beg to inform those of your readers who may take an interest in the matter, the society will be very happy to see them present and take part in the discussion, so as to enable the society to arrive at a satisfactory conclusion, and the committee thereof to take such steps as may seem desirable for accomplishing the object in view, if the sentiments expressed shall be favourable to their taking the matter in hand.

Feb. 7.

W. J. FRASER.

HOARE'S SETTLEMENT TRUSTS.*

Sir,—Having under discussion the operation of the trusts of a settlement when I received your last week's number, I was attracted by the above case amongst your “Legal Notes,” the more so that on a first reading it seemed to bear upon my own case. But upon a more careful perusal I am free to confess that I do not quite understand *Hoare's case* as reported in the note.

As I read the note, Mrs. Hoare obtained absolute ownership of the settled property upon the happening of two (or say three) events:—

- (1.) Upon the termination of the life estates.†
- (2.) If there was no issue of the marriage. Or
- (3.) If issue, they did not attain a vested interest.

It is shown by the note that the second and third events had happened, and since Mrs. Hoare had exercised the power, I assume that the life estates had terminated.

If this were so, it seems to me that the first of the gifts (absolute) took effect, and that (1), therefore, Mrs. Hoare had absolute power of disposal; that (2) this operated before she did or could exercise the power in pursuance of the second gift; and that (3) consequently the insertion in the deed of the second gift was unnecessary, or rather it would, in any event, be inoperative.

I am aware that the judgment of his Honour the Vice-Chancellor supports the conviction that both gifts might, alternatively, operate; but this only adds to the difficulty of understanding the case. H.

Feb. 5.

[It is, we think, to be gathered from the case that “the life estates” were the usual interests for life to Mr. and Mrs. Hoare, and, therefore, that they could not have terminated in her lifetime, and that the object of the power was to enable her to dispose of her reversion by will, notwithstanding coverture, which she could not have done by virtue merely of her absolute interest.—Ed. S. J.]

PROCEDURE IN THE SUPERIOR COURTS.

Sir,—I have the honour to forward herewith copy of a petition which will be presented to the House of Lords by the Right Honourable Lord Romilly, and of a circular which I have sent to the members of that House.

A similar petition will be presented to the House of Commons by the Right Honourable Lord Stanley, and a circular to a similar effect to that sent to the members of the House of Lords, has gone to the members of the House of Commons. MONTAGUE LEVERSON.

[The petition and circular will be found elsewhere in our columns.—Ed. S. J.]

ARTICLED CLERKS.

Sir,—It is a well-known fact that articled clerks are accustomed to look upon themselves as an illused class, and I, as one of the body, venture to say that they do not always cry out before they are hurt. Now, if it is not trespassing too much on your space, and you do not (as I hope you will not) consider the matter too trivial to insert in your columns, I shall feel much obliged if you, or some of your readers (whether principals themselves or articled clerks), will inform me, firstly, whether it is usual, and secondly, whether it is right or decorous for a principal to give an articled clerk, in his fifth year and within a few months of the expiration of his articles, *drafts to copy*. I know full well that it is most beneficial to clerks at the commencement of

* *Vide* “Legal Notes” of last week, p. 312.

† This word implies that the property was real, (?) if not personal.—H. We do not agree to this.—Ed. S. J.

their articles to copy documents, and that they cannot complain of such a course being pursued towards them at that period, but I do think that after five years apprenticeship it borders on an insult to expect him to employ himself as a law stationer or copying clerk. However, I shall be very glad to have the opinion of other people on the subject, and will calmly submit to their superior judgment. Apologizing for taking up so much of your space on so comparatively trivial a subject, but which in truth is of the highest importance to article clerks, who, having their own living to get, wish to employ their time in the best way for promoting their advancement in the profession. ACUTUS.

[We presume that an article clerk is, *pro tempore*, a servant as well as a pupil, and if work is to be done some one must do it.—Ed. S. J.]

IRELAND.

TERMINATION OF THE SPECIAL COMMISSION.

The Fenian trials were brought to a close last week by a statement by the Attorney-General that it was not the intention of the law officers to bring forward any more cases at the commission. The learned gentleman expressed his entire satisfaction at the result of the cases tried, as well of convictions as of acquittals. Each of the presiding judges made observations commendatory of the manner in which the cases had been conducted, and of the way in which the grand and petty juries had discharged their duties. As to this Mr. Justice Fitzgerald said "there has been one gleam of consolation, one bright spot at which the finger of history will hereafter point. I mean the excellent, the admirable manner in which, during this trying period, our tribunals have acted."

The reference to Mr. Isaac Butt, Q.C., made by Mr. Justice Keogh, deserves to be recorded—"The counsel for the prisoner, one and all, and one in particular—he who led for the defence—exhibited a remarkable proof how possible it is, even in the most exciting times, to combine the exercise of the highest and rarest ability with great moderation and temper."

The proceedings terminated in an acknowledgment by their lordships of the services of the High Sheriff and the other public officers. The cases remaining for trial will be brought forward either at the next assizes or the ordinary Dublin commission. The persons accused belong to the mere "rank and file" of the Confederacy; every prisoner prominently engaged has been brought to trial.

COURT OF COMMON PLEAS.

Kane v. Mulvany.—*Libel upon a Solicitor.*—This was an action brought by Mr. Richard D. Kane, a solicitor, against the defendant for having published matter defamatory of the character and conduct of the plaintiff in the publication of what purported to be a correct report of a speech made in reference to the Dublin Trunk Connecting Railway Bill, before a Select Committee of the House of Lords last session, by Mr. Rodwell, Q.C., damages were laid at £2,000. The defendant had filed pleas to the effect that the matter published was a fair comment on the conduct and evidence of the plaintiff in a court of justice upon a matter of public interest, and that the publication was *bond fide* and without malice.

Armstrong, Serjt. (Messrs. Ferguson, Q.C., and Boyd, with him), now moved that the defences be set aside as embarrassing, and that the plaintiff be at liberty to reply and demur. It was uncertain whether the meaning of the pleading was that the publication was a fair comment by Mr. Rodwell, or by the defendant. The question sought to be raised on demurrer was whether the Lords' Committee could be held to be a court of justice.

Messrs. Whitehead, Q.C., and Robert O'Hara, were heard *confd.*

The Court ordered the defences to be amended, and gave liberty to reply and demur. Costs of the motion to be costs in the cause.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 6th inst., Mr. Addison in the chair, the question dis-

cussed was No. 362—"Where property is put up for sale by auction, without any express stipulation as to a reserved price, will the employment of a single puffer invalidate the sale in equity?"—*Mortimer v. Bell*, 14 W. R., 68.

It was opened by Mr. Phillips, and when put by the President was decided in the negative.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. E. CHARLES, on Equity, Monday, February 12.

Mr. H. SHIELD, on Common Law and Mercantile Law, Friday, February 16.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

HOURS OF ATTENDANCE.

Elementary classes, 4.30 to 5.30 p.m.

Advanced " 5.30 to 6.30 p.m.

Mr. A. BAILEY on Conveyancing—

Monday, Feb. 12, class B, elementary and advanced.

Thursday " 15, " A, " "

Mr. W. MARKBY on Common Law—

Tuesday, Feb. 13, class B, elementary and advanced.

Friday " 16, " A, " "

Mr. M. H. COOKSON on Equity—

Wednesday, Feb. 14, class B, elementary and advanced.

COURT PAPERS.

COURT OF CHANCERY.

The following notice has been posted in the Rolls Court:—"Notice—The causes transferred from the paper of the Vice-Chancellor Wood to that of the Master of the Rolls will be taken together with those of his lordship in the order of their setting down."

CHANCERY CAUSE LIST.

Sittings after Hilary Term, 1866.

BEFORE THE LORD CHANCELLOR AND LORDS JUSTICES.

Appeals.

(F.C.) Davies v. Shepherd

(W.—June 3)

(L.C.) McIntosh v. Gt. West-

ern Railway Co. pt hd (S.—

July 24)

L.C.) McIntosh v. Gt. West-

ern Rail. Co. (S.—Nov.

20)

(L.J.) Williams v. Williams

(K.—July 27)

(F.C.) Horsfield v. Ashton

(W.—Nov. 1)

(L.C.) Soady v. Turnbull (S.

—Nov 2)

Wilson v. Hart (W.—Nov. 6)

Waite v. Morland (W.—

Nov. 6)

Townend v. Toker (R.—

Nov. 7)

Hooper v. Gumm (W.—

Nov. 10)

McLellan v. Gumm (W.—

Nov. 15)

In re Mellor's estate; Mellor

v. Mellor a m (R.—Nov.

16)

(L.C.) Jenkins v. Parry (S.—

Nov. 21)

(L.C.) Humphrey v. Roberts

(S.—Nov. 23)

(L.C.) Humphrey v. Roberts

(S.—Nov. 23)

(L.C.) Martin v. L. C. & D'

Rail. Co. (S.—Dec. 4)

(L.C.) Spirett v. Willows (S.

—Dec. 8)

Payne v. Parker (W.—Dec. 9)

Bateman v. Boynton (R.—

Dec. 12)

(L.C.) Dabbs v. Nugent (S.

—Dec. 18)

Burke v. Rogerson pt hd (R.

—Jan. 12)

(L.C.) Hayward v. Kersey

(S.—Jan. 12)

Hardwick v. Wright (R.—

Jan. 12)

(L.C.) Att.-Gen. v. Master,

&c., Sydney Sussex College,

Cambridge (R.—Jan. 17)

(L.C.) Same v. Same (R.—

Jan. 17)

(L.C.) Harries v. Rees (S.—

Jan. 18)

Hume v. Pocock (S.—Feb. 8)

Schotsmans v. Lanc. & York.

Rail. Co. (R.—Feb. 2)

Causes.

(L.C.) Baxendale v. W. Mid.

Rail. Co. m d

(L.C.) Baxendale v. G. Wstn.

Rail. Co. m d

(L.J.) Wood v. Scoles f c

(L.C.) Croker v. Kreeft ;

Kreeft v. Croker f c

BEFORE THE MASTER OF THE ROLLS.

Causes &c.

Fray v. Earl of Zetland d

(Feb. 12)

Margetta v. Perkes f c & sum

In re Taylor's Estate ;

Daubney v. Leake f c

In re Simmonds's Estate ;

Morgan v. Middlemiss f c

Shattock v. Shattock m d
 Ormerod v. Rostrom f c
 Howard v. E. Shrewsbury c
 Thomas v. Chorley m d
 Ibbott v. Burrell m d
 Verelst v. Midland Rail. Co. m d
 Windsor v. Campbell m d
 Calcraft v. Thompson c wit
 Jones v. Jones m d
 Wright v. Blake c (wit Feb. 12)
 Harvey v. Clarke m d
 Wright v. Jackson c (wit Feb. 13)
 Pewtress v. Rix m d
 Lock v. London & Lanc. Ins. Co. m d
 Slade v. Birkley m d
 Denton v. Watson m d
 Henry v. Naghten m d
 Bilbee v. Grant m d
 Merritt v. Howell m d
 E. Howe v. E. Litchfield m d
 Hamp v. Robinson m d
 Bovill v. Goodier c (Feb. 19)
 Timothy v. Hindley f c
 Cocks v. Romaine m d
 Cousins v. Gilkes m d
 Chard v. Cox m d
 Stoy v. National Assurance & Investment Assn. m d
 Kernochan v. Ryland m d
 Arthur v. Clarkson m d
 Ireland v. Soame m d
 Dennistoun v. Dennistoun m d
 Carter v. Carter c
 Cooke v. Colling m d
 Alder v. Lawless m d
 Kendrick v. Lane m d
 Walmsley v. Pilkington m d
 Wood v. Wood m d
 Brandreth v. Gibbs f c
 Gardiner v. Ennor c
 Furnivall v. Furnivall m d
 Smith v. Dresser m d
 Jarvis v. Allen m d
 In re Act 25 & 26 Vict. c. 53;
 In re Drew's Application;
 In re Mason's Claim pet
 Higgins v. Higgins m d
 Gray v. Adamson m d

BEFORE VICE-CHANCELLOR SIR RICHARD T. KINDERSLEY.

Causes, &c.

Aberaman Iron Works v. Wickins ex to ans
 E. Eglinton v. Lamb, Bt. (2) m d
 Towns v. Wentworth m d
 Walsh v. Jupp m d
 Jones v. Higgins m d
 Ransome v. Burgess m d
 Binney v. Ince Hall Coal and Cannel Co. m d
 Att.-Gen. v. Poynder m d
 Lambe v. Orton (2) f c
 Kell v. Nokes f c
 Nicholas v. Walsh m d
 Wilkinson v. Eykyn m d
 Johnson v. Hodgson c wit
 Butt v. Imperial Gas Light and Coke Co. m d
 Parsons v. Howkins m d
 Martin v. Headon m d
 Churton v. Frewen m d
 Jupp v. Nicholas m d
 Bousot v. Stone c
 Bousot v. Savage c
 Allison v. Lord m d
 Poynder v. Hulbert m d
 Sedgfield v. Sedgfield s c
 Gimblett v. Gimblett f c & sum
 Wakefield v. Duke of Buccleugh m d

Scholey v. Central Ry. Co. of Venezuela (Limited) m d
 Hall v. Bushill m d
 Hulse v. Hardstaff m d
 Strong v. Padmore c
 Watson v. Kendall m d
 Dearle v. Hinchliff m d
 Wade v. Wade f c
 Watson v. Nicholson c
 Green v. W. London Wharves and Warehouses Co. m d
 Waddington v. Waddington m d
 Bean v. Brady f c
 Hobbs v. Vear m d
 Bannister v. Love m d
 Kermode v. Macdonald;
 Kermode v. Macdonald m d
 Cross v. Wilkes m d
 Prince v. Prince m d
 Johnson v. Edg., Highgate, & London Rail. Co. m d
 Tunaley v. Robertson c
 Timewell v. W. Lnd. Whrvs. & Warehs. Co. m d
 Ashton v. Hurlstone m d
 Lawlor v. Norris m d
 Brown v. W. Lnd. Whrvs. & Warehs. Co. m d
 Carr v. Buchanan m d
 Glover v. Wilson m d
 The Dudley & W. Bromwich Bank. Co. v. Silvester m d
 Aspinall v. Duckworth m d
 Cromack v. Cromack m d
 Thomlinson v. Dixon c
 Greetham v. Milnes m d
 Warders and Commonalty of the Mystery of Mercers of the City of London v. Auction Mart Co. m d
 Ashburner v. Gregg. m d
 Chadwick v. Young m d
 Parke v. Banks c
 Brown v. Wray f c
 Dickson v. Hook m d
 Nicholls v. Ewens f c
 Street v. Walter m d
 Watson v. Watson m d
 Curths v. Gibson f c
 Cox v. Langley f c

Hitchin v. Huges c pro con.
 Ramsbotham v. Senior m d
 Hollis v. Allan sp c
 Mansel v. Thomas m d
 Bridgewater v. De Winton c
 Morrill v. Withey m d
 Brandon v. Brandon and 11 other causes f c
 Taylor v. Pearsall m d
 Higginson v. Blockley f c
 Hopper v. Conyers m d
 Sullivan v. Ward m d

Sawyer v. Sawyer m d
 Lloyd v. Ashford m d
 Coverdale v. Pickering m d
 Ashman v. Sperring m d
 Warlters v. L. C. & D. Rail. Co. c
 Jones v. Prince f c
 Binney v. Chattaway m d
 Stanley v. Stanley f c
 Oliver v. Wills c
 Morris v. Edwards m d
 Rothery v. Nelson c

BEFORE VICE-CHANCELLOR SIR JOHN STUART.

Causes, &c.

Kay v. Hargreaves ex to ans
 Edmunds v. Lord Brougham ex for scan pt hd
 Llewellyn v. Fitch ex to ans
 May v. Ramsey f c
 Thomas v. Jenkins c
 Ferrand v. Townend m d
 Pettitt v. London, Brighton, & S. Coast Rail. Co. m d
 Morris v. Rathbone c
 Gordon v. Gordon m d
 Cooper v. Martin f c & sum
 Pankerd v. Baker sp c pt hd
 Duddell v. Simpson m d
 Patch v. Ward m d
 Waters v. E. Shaftesbury m d
 Lawton v. Ford c
 Morgan v. Howell m d
 Kendall v. Watson m d
 Almond v. Surman m d
 Evans v. Harris m d
 Coles v. Good m d
 Fenner v. The Millwall Canal Co. m d
 Foster v. Brown m d
 Foster v. Oxenham m d
 Angilbert v. Fielding m d
 Ferguson v. Wilson c
 Jenkins v. Evans f c & s
 Evans v. Evans f c
 Case v. Ward m d
 Pearson v. Rio de Janeiro City Improvement Co. c
 Bell v. Bell m d
 Banning v. Neale m d
 Chamberlin v. Archer m d
 Gedye v. Symons c
 Taberner v. Lockwood c
 Laker v. Peisely c

Boyle v. Smith m d
 Llewellyn v. Bluet f c
 Woolridge v. Woolridge c
 Pattison v. Summers c
 Partridge v. Green m d
 Johnson v. Cross f c & sum
 Hamilton v. Hamilton m d
 Fidler v. Fidler m d
 Slater v. Turner m d
 Chinn v. Higgins m d
 Mills v. Trumper c
 Niblett v. Crisp f c
 Warren v. Tilley f c
 Ayre v. Jenkins f c & sum
 King Sampson v. King Sampson m d
 Holdsworth v. Brewster m d
 Whitley v. Whitley m d
 Berry v. Fox m d
 Weir v. Vallings m d
 Graham v. Horn m d
 Riddell v. Ormsby m d
 Hume v. Pocock f c
 Dubois v. Mixer m d
 Angilbert v. Fielding f c
 In re Shackel; Longman v. Shackel f c
 Wells v. Lole f c
 Simmons v. Lawrence m d
 Field v. Roberts m d
 Armitage v. Crosland f c
 Smith v. Gell m d
 Barlow v. McMurray c
 Speltz v. Agra & Masterman's Bank Co. (Limited) m d
 Doncaster v. Whitaker f c
 Davies v. Robinson m d
 Barrett v. Thomson c
 Hurrell v. Tucker m d
 Perkins v. Coles f c

BEFORE VICE-CHANCELLOR SIR WILLIAM PAGE WOOD.

Causes, &c.

Tangye v. Stott m d
 Caulfield v. Caulfield m d pth
 Duke of Portland v. Hill m d
 Turner v. Elkins sp c
 Trinder v. Trinder m d
 Harris v. Glynn f c
 Graham v. Parsons m d
 Cartledge v. Radbourne m d
 Bowyer v. Woodman f c
 Rishton v. Grissell old ex to a
 Ferrier v. Atwood ex to ans
 Foster v. Gladstone m d
 Wedderburne v. Thomas c pro
 Tate v. Williamson m d (F. 12)
 Stables v. Powell f c
 Hinde v. Morton c
 Earl Stamford & Warrington v. Dawson m d (Feb. 13)
 Steele v. Stuart m d
 Lewer v. Earl Shaftesbury c (wit Feb. 14)
 Dear v. Webster m d
 Wiltshire v. Marshall c
 Tyrer v. Llewellyn m d
 Hollamby v. Oldrieve c (Feb. 13)

Moore v. Harper m d
 Middle Level Comm. v. Comm. of the Nene Wash Lands m d
 Clarke v. Cock m d
 Sparrow v. Ewing c
 Romans v. Mitchell m d
 Binns v. Mitchell f c & sum
 Salvin v. Weston m d
 Beavor v. Tuck. c
 Ord v. Ord m d
 Darby v. Swansea Harbour Trustees m d
 Mendham v. Williams f c
 In re Gibson; Matthews v. Foulsham f c
 Sherman v. Horrell f c
 Worship v. Clarke m d
 Wedderburne v. Thomas c
 Levitt v. Levitt f c
 Drake v. Boxill c & sum
 Howarth v. Mills f c
 Fleetwood, Bt. v. Forshaw m d
 Finch v. Burden f c
 Tipping v. St. Helen's Smelt-ing Co. (Limited) m d
 Bazalgette v. Gregory m d
 Wickham v. Scaife c

McKewan v. Dawes m d
 Barnes v. Jennings f c
 Rodgers v. Kohn c
 Martin, Bart. v. Martin sp c
 Jeffries v. The Agra and
 Masterman's Bank (Li-
 mited) m d
 Phillips v. Nook m d
 Thain v. Riches m d
 Crundel v. Cox f c
 Dawson v. Medhurst m d
 Goodwin v. Lee f c
 Wilson v. Wilson m d
 Solomon v. Dadson c
 Neville v. Andrews f c
 Heiron v. Alexander c
 Oway Cave v. Oway c
 Plankard v. Whitehead m d
 Snowball v. Wrightson m d
 Allen v. Archer m d
 Langford v. Sampson f c
 Hynam v. Dunn m d
 In re Osborne's Estate; Os-
 borne v. Osborne f c
 Swain v. Salmon f c
 Hill v. Hill f c
 Paris v. Cooke c
 Woodhouse v. Manc. Sheffld.
 & Lincolns. Rail. Co. m d
 Jewan v. Whitworth m d
 Harper v. Harper c wit pthd
 Smith v. Greenhill f c
 Sykes v. Dyson f c
 Dent v. Auction Mart Co. m d
 Pilgrim v. Auction Mart Co. m d
 Stanford v. Dumergue c
 Davenport v. Townsend c wit
 Hancock v. North m d
 Stanier v. Evans m d
 Bymer v. Preston m d
 Jarman v. Vye f c
 Sumner v. Healey m d
 Bovill v. Crate m d
 Cadman v. Wright m d
 Place v. Heywood m d
 Brnham v. Desprez c
 Leather v. Smith m d
 Horwood v. Bagnall m d

Jackson v. Shanks c
 Turner v. Mullineux f c
 Saunders v. Mackeson c
 Simmons v. British Nation
 Life Ass. Association c
 Rayment v. Boon m d
 Mostyn v. Emanuel f c
 Bennett v. Gill c
 Betts v. Neilson m d
 Swansen Vale Rail. Co. v.
 Budd m d
 Cook v. Bell m d
 Goddard v. Coulton c
 Turquand v. Fletcher m d
 Williams v. Stanger m d
 Hallows v. Fernie m d
 Brown v. Tanner m d
 Cubitt v. Cooper m d
 Nicholl v. Jones c
 Wainwright v. Wainwright m d
 Jackson v. Bognor Rail. Co. [m d]
 Prichard v. Heard m d
 Affleck, Bt. v. Portescue m d
 Thomas v. Myers m d
 Jarvis v. Shand m d
 Att.-Gen. v. Co. & Proprietors
 of Bradford Navigation m d
 Walker v. Drummond f c
 Dyson v. Lunn c
 Thorn v. Croft sp c
 Evans v. Stanian m d
 Warren v. Wybault c
 Danson v. Fernie m d
 Castellain v. Fernie m d
 Grining v. Fernie m d
 Outwaite v. Barnes m d
 May v. Armstrong m d
 Davenport v. Moss m d
 Francis v. Watson f c
 Crowther v. Bradney m d
 Imperial Gas Light and Coke
 Co. v. W. Lon. Junction
 Gas Light Co. m d
 Osborn v. Duke of Marl-
 borough m d
 Roger v. Allison m d
 Greenhalgh v. Rumney c
 Whitter v. Bremridge f c

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, February 8, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86½
 Ditto for Account, Mar. 8—87½
 3 per Cent. Reduced, 86½
 New 3 per Cent., 86½
 Do. 3½ per Cent., Jan. '94 —
 Do. 2½ per Cent., Jan. '94 —
 Do. 3 per Cent., Jan. '73 —
 Annuities, Jan. '80 —
 Annuities, April, '85
 Do. (Red Sea T.) Aug. 1908 —
 Ex Billa, £1000, 3 per Ct. 2 dis
 Ditto, £200, Do. 2 dis
 Ditto, £100 & £200, Do. 2 dis
 Bank of England Stock, 8½ per
 Ct. (last half-year)
 Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 111
 Ditto for Account, —
 Ditto 5 per Cent., July, '70, 102½
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '88 97½
 Ditto, ditto, Certificates, —
 Ditto Enforced Ppr., 4 per Cent. —
 Ind. Enf. Pr., 4 p Ct., Jan. '73
 Ditto, 5½ per Cent., May, '73, —
 Ditto Debentures, per Cent.,
 April, '84 —
 Do. Do., 5 per Cent., Aug. '86, —
 Do. Bonds, 4 per Ct., £1000, — pm
 Ditto, ditto, under £1000, — pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	180
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	127½
Stock	Do., A Stock	100	145
Stock	Great Southern and Western of Ireland	100	94
Stock	Great Western—Original	100	59½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do., Newport	100	37
Stock	Do., do., Hereford	100	103
Stock	Lancashire and Yorkshire	100	131½
Stock	London and Blackwall	100	91
Stock	London, Brighton, and South Coast	100	98 ad.
Stock	London, Chatham, and Dover	100	37
Stock	London and North-Western	100	135½
Stock	London and South-Western	100	95
Stock	Manchester, Sheffield, and Lincoln	100	25½ ad.
Stock	Metropolitan	100	138
10	Do., New	£4:10	2½ pm
Stock	Midland	100	135
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	58½
Stock	North London	100	128
10	Do., 1864	5	7
Stock	North Staffordshire	100	149
Stock	Scottish Central	100	57
Stock	South Devon	100	74½
Stock	South-Eastern	100	150
10	Do., C	3	4 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	53

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The share market is undergoing a considerable disturbance, in consequence of the involvements of some of the financial companies with railway contractors. We have the infallible authority of the *Times*, however, for asserting that such difficulties as have actually occurred "have been greatly aggravated by the usual prevalence in such circumstances, of the most rock-les and exaggerated rumours." These complications prevented a recovery in foreign securities, which took place on Monday morning, lasting any time.

Thursday was settling-day in the English Funds; but the transactions were unimportant, and the only prices of Consols again were 86½ for ½ for delivery, and 87½ for the 8th of March.

The discount market is without alteration, there being a steady demand at the Bank and elsewhere. Money has become more plentiful at the Stock Exchange, and can be had at 6½ to 7 per cent.

By the Bank Act of 1844, the Bank of England is entitled to increase its issues, by an order in council to that effect, on the lapse of the issues of any country bank. The total amount of these notes that have lapsed since October, 1861, the date of the last order in council, is £739,965; of this amount the Bank can, by law, issue two-thirds. They intend issuing, however, only £350,000, which will make the entire issues of notes, unrepresented by gold, to amount to fifteen millions. The country issues that have lapsed appear to be those of the National Provincial Bank, which loses its privilege of issuing notes, inasmuch as it has preferred to such a power the privilege of opening a branch establishment in London, and the Old Lady of Thread-needle-street has, by law, a monopoly of the London circulation. £350,000 will be a very agreeable boon to the borrowing community at the present time, when the Bank rate of discount is 8 per cent.

Money is abundant at Paris, and transactions on the Bourse are numerous. The statutes of the Great Algerian Company

CIRCUITS OF THE JUDGES.

SPRING CIRCUITS, 1866.

The following are the present appointments for holding the Spring Circuits:—

HOME.

EARL L.C.J., and POLLOCK, C.B.
 Feb. 26—Hertford
 Mar. 5—Chelmsford
 12—Maldstone
 19—Lewes
 23—Kingston

MIDLAND.

KIRKING, J., and SHRE, J.
 Feb. 28—Warwick
 Mar. 6—Derby
 10—Nottingham and Town
 16—Lincoln and City
 21—York and City
 27—Leeds

NORFOLK.

COCKERILL, L.C.J., and MARTIN, B.
 Feb. 27—Oakham
 28—Leicester and Borough
 Mar. 6—Northampton
 8—Aylesbury
 12—Bedford
 14—Huntingdon
 17—Cambridge
 21—Bury St. Edmunds
 26—Norwich and City.

NORTHERN.

MILTON, J., and LUSH, J.
 Feb. 19—Appleby
 20—Carlisle
 24—Newcastle and Town
 Mar. 1—Durham
 7—Lancaster
 10—Manchester
 24—Liverpool

OXFORD.

PIGOTT, B., and SMITH, J.
 Feb. 26—Reading
 Mar. 1—Oxford
 5—Worcester and City
 9—Stafford
 20—Shrewsbury
 23—Hereford
 27—Mannmouth
 31—Gloucester and City

NORTH WALES.

BEANWELL, B.
 Mar. 12—Walspool
 15—Bala
 19—Ruthin
 22—Carnarvon
 26—Bemaunis
 28—Mold
 31—Chester and City

SOUTH WALES.

BLACKBURN, J.
 Feb. 26—Haverfordwest and Town
 Mar. 1—Cardigan
 3—Carmarthen
 7—Swansea
 20—Brecon
 27—Prestegyn
 31—Chester and City

WESTERN.

CHANNELL, B., and BYLES, J.
 Feb. 27—Winchester
 Mar. 6—Dorchester
 10—Exeter and City
 17—Bodmin
 23—Taunton
 28—Devizes
 April 2—Bristol

WILLIS, J., & Co. remain in town.

are finally settled with Messrs. Fremy & Talabot, to whom the Emperor has entrusted the constitution of the company. The shares are allotted exclusively to three French companies, and it is said also to one English financial company, whose name, however, is not published. Gold still continues to be two-tenths dearer in Paris than in London.

The report of the British Land Company, to be presented on the 23rd inst., shows an available total of £26,726; it recommends a dividend of 5 per cent., and a bonus of 7 per cent. (making the total distribution for the past year 17 per cent.), and leaves £11,223 to be carried forward.

The report of the Provident Clerks' Mutual Life Association shows that the returns for the new year comprise 1,373 policies for £241,000, producing in premiums, £6,774. The total income from premiums was £51,380; from interest on investments, £11,450; and the invested funds amounted, on the 31st December, to £284,144.

The circulation of Bank notes has decreased during the last week by £47,025; but the bullion in both departments has also decreased £108,487. This decrease of bullion is a bad sign of any alteration in the rate of discount, except, perhaps, of a further increase.

MR. LEVERSON'S CIRCULAR TO THE LORDS.—My Lord,—I have the honour to forward to your Lordship a copy of a petition which Lord Romilly has kindly consented to present for me to the House of Lords. I feel it incumbent upon me to state that, so far from my having any reason to believe that his Lordship approves the opinions expressed in my petition, I have reason rather to suspect the contrary from his Lordship having declined to move for the appointment of the committee prayed for by me. I nevertheless beg your Lordship's serious attention to the statements contained in, and the prayer of, my petition. That petition, coming from a subject of this realm, of, I may venture to say, good character and repute, and an officer of the courts whose practice and procedure are impugned, merits some consideration; and as I declare myself ready to prove the truth of the statements I have made, I trust that for the honour and happiness of our country an inquiry will be instituted, if not to remove the scandal to our boasted civilisation, which I allege is furnished by the English system of legal procedure, then to expose (if such there be) the errors or mis-statements I may have made. But those statements, my Lord, are the teachings alike of theory and of practice; the studies of the closet and the experience of the practitioner have produced in my mind the same conclusions; and I am prepared to establish their truth, both theoretically and practically, by what may be termed the natural history of causes according to English procedure. As one instance of some of the unsuspected evils of our law of procedure I may cite the patent law. I am prepared to prove that most of the evils of the existing patent laws (evils of such a character as to have led many persons to advocate the abolition of patents altogether) will disappear with the substitution of a rational system of legal procedure for that system of falsehood, of fraud, and of expense, vexation, and delay-producing devices, which now prevails, and that those who advocate the abolition of patents do so through their mistaking for natural evils evils which are merely fictitious, and the results solely of our pernicious system of procedure.

PROCEDURE OF THE SUPERIOR COURTS.—MR. LEVERSON'S PETITION.—Sheweth,—That the practice and procedure of her Majesty's Superior Courts of Law and Equity in England are so framed as to encourage fraud and perjury. That, further, they grievously increase the natural disadvantages under which the poor suitor labours so as to render it emphatically true that in England there is one law for the rich and a very different law for the poor. That the said courts can be, and occasionally are, converted into sanctuaries for crime. That the practice and procedure of the different criminal courts of England (other than the courts presided over by stipendiary police magistrates in matters within their jurisdiction to hear and determine) are also very defective, though nothing nearly so bad as the practice and procedure of the courts for the decision of civil questions. Your petitioner is able and prepared to prove the allegations contained in this petition, and to suggest adequate and efficient remedies for the evils above complained of.

The petition prays for a commission (? committee) to inquire into the alleged evils and their remedies.

REVISION OF THE STATUTE LAW.—Before the close of last session the Lord Chancellor laid on the table of the House of Lords a bill for clearing away a mass of useless matter from the statute-book, by expressly repealing enactments which have ceased to be in force, or have by lapse of time and change of circumstances become unnecessary, and yet have not been repealed. The bill has now been printed, and it will probably become law in the course of the approaching session. The object in view is to clear the way for the preparation of a revised edition of the statutes which really are in force. It is a model bill, not a bare string of clauses, but prefaced by a statement of the principles on which it is framed, and containing a column (to be struck out before the bill is passed) giving the reason for the repeal of every Act with which it deals. The schedule of Acts, or parts of Acts,

thus repealed, occupies 256 folio pages. Enactments are repealed as unnecessary where the provisions are of such a nature as not now to require statutory authority; an instance is an Act of William and Mary declaring the right of election of members to serve in Parliament for the Cinque Ports. The bill repeals enactments of six classes as having ceased to be in force. There are temporary Acts which have in fact expired; Acts spent or exhausted by the accomplishment of the purpose for which they were passed; Acts which have been repealed in general terms only; Acts which have been virtually repealed by subsequent enactments with which they are inconsistent, or which render them nugatory; Acts which have been superseded by later enactments effecting the same purposes; and Acts which are obsolete. This last term is here applied to enactments of two kinds—namely, where the state of things contemplated has ceased to exist, as in the instance of an Act of Queen Anne for the preservation of pine trees growing in the colonies which have now become the United States; and where the enactment is no longer capable of being put in force by reason of altered political or social circumstances, as in the instance of an Act of William and Mary, requiring gold and silver extracted from the ore to be employed for no other use than coining. The period covered by the present Bill is from the Revolution of 1688 to the 10th of George III. A very large proportion of the statutes of that period relate to excise and stamp duties long since determined, but the provisions relative to the duties have (with modifications) been kept in force so as to be applicable to the existing duties. This bill repeals all excise enactments, now not operative, but it has been found impossible to deal satisfactorily with the Stamp Acts merely by way of expurgation, and the Inland Revenue Department have consequently determined to consolidate the whole of the enactments from the first imposition of the stamp duties down to the present time. The Act of Queen Anne, which we have mentioned as marked for express repeal, was passed in the ninth year of that Queen's reign, "for the preservation of white and other pine trees growing in her Majesty's colonies of New Hampshire, the Massachusetts Bay and province of Maine, Rhode Island, and Providence Plantations, the Narraganset country, or King's Province, and Connecticut, in New England, and New York, and New Jersey, in America, for the masting her Majesty's navy." In the year 1866 this Act will be withdrawn from our statute-book.

A STRIP IN DOCTORS'-COMMONS.—The officials in the Probate Office, Doctors'-commons, heretofore the old Ecclesiastical Registry, and the place where the majority of the wills for the last 800 years are deposited, have lately been in a somewhat ludicrous state of terror. One fine night, towards the end of last month, on the proper officers proceeding to lock up the offices the keys were not to be found. Every search was made, but without success. The police were communicated with, and the custody of the office handed over to their care. Detectives in and out of the office were employed for some days, but with no result, and as a consequence fresh locks had to be supplied. Three or four days afterwards, on the dust being removed, the keys were as bright as ever in the dustman's cart, thus clearly showing that they had been abstracted designedly, for what purpose it is difficult to imagine, were it not for the fact that on the morning that the keys were found, a large piece of charred wood was thrown in a kitchen of the office on the basement, in which a quantity of clothes were drying. This would naturally lead to the conclusion that there was a design on the part of some one or other to make a bonfire of the wills and titles to property of half the people in the kingdom. It may have been merely a practical joke; but if so, it was of too serious a nature to be treated as such; and if the offenders can only be discovered they may rely upon it that they will not again commit such a mischievous and dangerous trick.—*Observer*.

A POLICEMAN IN A CURIOUS POSITION.—A gentleman of early-rising tendencies was in the streets of Trowbridge a few mornings ago, when he observed a singular and decidedly suspicious scene. This was a man being lowered from a bed-room window by means of a sheet. The man having been let down gently to the ground, the gentleman observed that he had no shoes or stockings on, but these articles were immediately thrown out of the window from which he had been lowered. The observer of these suspicious movements conjectured that the man was a burglar, and collared him. He proved to be a policeman, whose duty it was to promenade one of the terraces in the neighbourhood, but having won the affections of a young lady, this Romeo of the force had got admitted to the house, with the lady's connivance. The man begged to be let go, but his ruthless captor took him to the police-station.

THE NEW LAW COURTS COMMISSION.—Amongst the commissioners is the Attorney-General, and those who are acquainted with Sir Roundell Palmer's habitual application will probably not be surprised to learn that, notwithstanding the many demands upon his time, he is, as a member of the Commission, not less sedulous than Mr. Field, the indefatigable secretary, in giving every detail the advantage of his discriminating judgment. It will be remembered that the proposed building, in which will be fused all the existing courts, with innumerable retiring rooms, will cover a space of something like seven acres. The many

minutes necessary to be provided for by the architect have not escaped attention, and if he fail upon his instructions, the fault will, apparently, be at his own door. In legal phraseology, the commissioners have, in the amplest manner, "condescended to particulars," and, after consulting the convenience of judges, counsel, registrars, solicitors, shorthand-writers, reporters, jurors, witnesses, and the general public, and providing means of telegraphic communication throughout the entire edifice, &c., have called attention to the requirements of the shoe-black brigade. The following are the commissioners—Lord Cranworth, the Chancellor of the Exchequer, Cockburn, C.J., Erle, C.J., Pollock, C.B., Lushington, LL.D., Sir J. P. Wilde, Kindersley, V.C., Stuart, V.C., Wood, V.C., Baron Martin, Justice Mellor, Justice Smith, Attorney-General, Solicitor-General, Queen's Advocate, Alderman Lawrence, W. Williams, Esq. (President of the Law Institution), Pearce W. Rogers, Esq. (Registrar), George Hinne, Esq. (Taxing-Master), C. F. Skirrow, Esq. (Taxing-Master), Charles Manby Smith, Esq., W. Morgan Bennett, Esq., W. Henry Walton, Esq., Henry Cadogan Rothery, Esq., W. George Anderson, Esq., Q.C., Sir Alexander Young Spearman, Bart., Henry Arthur Hunt, Esq., R. P. Amphlett, Esq., Q.C., D. D. Keane, Esq., Q.C., Thomas Southgate, Esq., Q.C., Henry Bliss, Esq., Thomas Young, Esq., and William Strickland Cookson, Esq.

A FAVOURITE WAY OF REPORTING.—In *Martin v. Martin*, argued before Wood, V.C., on Wednesday, 31st ult., Mr. Giffard, Q.C., referred to the case of *Kime v. Welfit*, and stated that it did not seem to have been argued at any length. Mr. Renshaw contended that that was not a fair inference, because the reporter stated—"The facts of the case are sufficiently stated in the judgment." His Honour said it had become of late a very favourite way of reporting to say "The facts are sufficiently stated in the judgment." This is a most reprehensible practice, and one to which no good reporter ought to condescend.

All doubts respecting the safety of the *Atrato*, which had Mr. Russell Gurney, Mr. Home Payne, and Mr. Maule on board, have been happily set at rest, she arrived at St. Thomas Jan 16th, some hours before her usual time.

The wretched salary of £300 a-year, attached to the office of President of the Royal Academy, is said to have been the cause of the difficulty of finding any one of our great artists willing to accept the onerous duties of an appointment, the holder of which is naturally called upon to occupy the station of a man of liberal expenditure.

It is stated that the losses in which the Marine Insurance offices and the underwriters at Lloyd's are interested, through the late wrecks and casualties at sea, represent £1,000,000 to £1,500,000.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Feb. 7.—By Messrs. FAREBROTHER, CLARK, & Co.

Freehold, 39a 1r 7p of pasture land, together with the Critstone Quarry thereon, situate in the parish of Ashover, Derbyshire—Sold for £400.

Freehold estate, known as Asford, Hornsey, comprising a residence with grounds and plantation, containing 3a 2r 0p—Sold for £4,250.

By Messrs. C. & C. WEBB.

Leasehold, 18 houses, being Nos. 1 to 18, Richmond-place, New Richmond-road, Fulham, of the value of £474 10s. per annum; term, 80 years from 1863, at £54 per annum—Sold for £4,185.

Leasehold, 5 houses, one with shop, being Nos. 36 to 40, Thorne-road, Clapham, producing £117 per annum; term, 99 years from 1862 at £6 per annum per house—Sold for £1,805.

By Mr. BRAY.

Leasehold house, being No. 83, Brunswick-street, Hackney-road, and workshops, being Nos. 3 and 4, Kent-street, in the rear; estimated annual value, £82; term, 42 years from 1852, at £25 per annum—Sold for £510.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

NEWILL—On Jan. 31, the wife of R. D. Newill, Esq., Solicitor, Salop.

STOCK—On Feb. 1, at Lansdowne-road, W., the wife of E. W. Stock, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BLACKLEY—GIBSON—On Feb. 1, at St. Stephen's Church, Dublin, Travers R. Blackley, Esq., to Honorine, daughter of John Gibson, Esq., Q.C.

DAVIES—SWEEDLAND—On Dec. 26, at St. John's Church, Calcutta, C. T. Davies, Esq., Solicitor, and Officiating Registrar of H.M.'s High Court, to Mary E. Sweedland.

DOYLE—BALL—On Feb. 5, at St. James's Church, Spanish-place, H. E. Doyle, Esq., to Jane J., daughter of the late Right Hon. Mr. Justice Ball, of Dublin.

MAURICE—KINDERSLEY—On Feb. 1, at St. Paul's, Knightsbridge, J. B. Maurice, M.D., F.R.C.S., to Mary A., daughter of the late N. W. Kindersley, Esq., H.E.L.C.S., and niece of the Hon. the Vice-Chancellor Sir R. T. Kindersley.

PULLING—LOCKYER—On Feb. 6, at Christ Church, Lee, Kent, J. L. Pulling, Esq., LL.D., to Annie, daughter of G. Lockyer, Esq., Deptford.

SCOTT—SIMMONS—On Feb. 1, at Holy Trinity, Haverstock-hill, Walter, son of J. Scott, Esq., Barrister-at-Law, to Margaret J. T., daughter of T. C. Simmons, Esq., Calham-street.

STUBBINS—JOHNSON—On Feb. 1, at the Parish Church, Handsworth, Birmingham, H. Stubbins, Esq., of Lincoln's-inn, to Annie, daughter of the late A. B. Johnson, Esq., Birmingham.

WATSON—WATSON—On Feb. 3, at St. Bartholomew's, Sydenham, G. H. Watson, Esq., Surgeon, Aberystwyth, near Pontypool, Monmouthshire, to Caroline, daughter of the late R. Watson, Esq., Solicitor, formerly of Moorgate-street.

DEATHS.

BLICK—On Feb. 3, at Westbourne-park, Elizabeth, relict of M. G. Blick, Esq., of Brick-court, Temple.

BROOKE—On Jan. 31, at Margate, Julianna D., wife of W. Brooke, Esq., Solicitor, aged 43.

FOSTER—On Feb. 2, at Brighton, W. Foster, Esq., Barrister-at-Law, aged 72.

PEAKE—On Feb. 4, at Brighton, Eleanor, widow of the late T. Peake, Esq., Sergeant-at-Law, aged 93.

TALBOT—On Jan. 31, Gertrude, daughter of W. Talbot, Esq., Solicitor, Whitville, near Kidderminster, aged 17.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BAKER, GEORGE, Esq., Canterbury, and MARY ANN TATTERSALL, Westbourne, Sussex, Spinster. £1 18s. 11d. Long Annuities. REV. WILLIAM DE CHAIR TATTERSALL, Westbourn, Sussex, GEORGE BAKER, Esq., St. Stephan's, Canterbury, and MARY ANN TATTERSALL, Westbourn, Spinster. £45s. 7d. Long Annuities.—Claimed by Mary Ann Tattersall, Spinster, administratrix de bonis non of Mary Ann Tattersall, who was the survivor.

ROSE, ANNA C., Brighton, Widow, deceased. £50 Consolidated £3 per Cent. Annuities.—Claimed by C. C. P. Mair, Rev. H. J. Rose, and Rev. J. W. Burdon, the executors.

REWER, commonly called Viscount Sandon, DUPLEX FRANCIS STUART, CAROLINE BAWIN, wife of A. Brewin, Esq., of Hensleigh, parish of Tiverton, Devon, RIGHT HON. ANTHONY, Earl of Shaftesbury, and REV. MONTAGUE VILLIERS, Rector of St. George's, Bloomsbury. £70 Reduced £3 per Cent. Annuities.—Claimed by Viscount Sandon, Caroline Brewin, and the Earl of Shaftesbury, the survivors.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 2, 1866.

LIMITED IN CHANCERY.

Anglo-Greek Steam Navigation and Trading Company (Limited).—Petition for winding up, presented Feb. 2, to be heard before the Master of the Rolls on Feb. 10. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioners.

Bearis Tin Steaming Company (Limited).—Vice-Chancellor Wood has, by an order dated Nov 14, appointed Robt Palmer Harding, 3, Bank-buildings, to be official liquidator. Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Robt Palmer Harding, 3, Bank-buildings. Monday, March 13, at 3.30, is appointed for hearing and adjudicating upon the debts and claims.

General Floating Dock Company (Limited).—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Chas Fitch Kemp & Fredk Spooner, 7, Gresham-st, Liquidators. Abrahams, 17, Gresham-st, solicitor to the said liquidators.

LIMITED IN CHANCERY.

TUESDAY, Feb. 6, 1866.

Dutch Tramway Company (Limited).—By an order made by Vice-Chancellor Wood, dated Jan 27, it was ordered that the above company be wound-up. Simpson & Cullingford, Gracechurch-st, solicitors for the petitioner.

Pateley Bridge Gas and Waterworks Company (Limited).—By an order made by the Master of the Rolls, dated Jan 27, it was ordered that the above company be wound up. Pitman, Bedford-row, solicitor for the petitioners.

Silver Mountain United Mines Company (Limited).—Petition for winding up, presented Jan 31, directed to be heard before Vice-Chancellor Wood on Feb 17. Balden, Southampton-buildings, for Hughes, Aberystwyth, solicitor for the petitioners.

St David's Gold Mining Company (Limited).—Petition for winding up, presented Feb 3, directed to be heard before Vice-Chancellor Kindersley on Feb 16. Wood, Bucklersbury, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Feb. 2, 1866.

Cabmen's Friendly Society, 7, Bell-st, Edgware-rd. Jan 30.
Kent Benevolent Society, Six Bells Inn, Margate, Kent. Jan 29.
St Mary's Mutual Assurance Society, St Mary's Schoolroom, Hastings. Jan 29.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 2, 1866.

Deeton, Lydia, Richmond, Surrey, Spinster. Feb 24. Lesingham & Haggard, M. R.
Green, John, Dean, Lancaster, Yeoman. Feb 14. Green & Smith, V. C. Wood.

Harris, Robt, Old Broad-st, Cabinet Manufacturer. March 5. Petty & Wilson, V. C. Stuart.

Perine, Antonio, Strand, Hat Manufacturer. March 1. Perine & Bianco, V. C. Stuart.

Spinks, Wm Fredk, Gt James-st, Bedford-row, Solicitor. March 1. Spinks & Spinks, V. C. Kindersley.

Wagner, Geo, Upper Charlotte-st, Fitzroy-sq, Estate Agent. Feb 26.
Wagner & Stuckey, V. C. Kindersley.

TUESDAY, Feb. 6, 1866.

Bulcraig, Hannah, North Shields, Northumberland, Widow. March 15. Peart & Fenwick, V. C. Stuart.
Bulcraig, Hannah, North Shields, Northumberland, Widow. March 21. Peart & Fenwick, V. C. Stuart.
Copp, Chas, Poltimore, Devon, Gent. Feb 23. Smith & Copp, V. C. Wood.
Dackin, Eliz Jeffries, Cirencester, Gloucester, Widow. Feb 23. Wakefield & Sewell, M. R.
Holmes, Geo Wm, Cambridge-rd, Middx, Gent. Feb 21. Holmes & James, V. C. Stuart.
Horne, Edwd Hy, Maunstone, Kent, Farmer. March 5. Horne & Rigden, V. C. Kindersley.
Johnstone, Richd Jas, Islington, Esq. March 3. Christie & Johnstone, M. R.
Pillans, Margaret, East Dereham, Norfolk, Widow. March 2. Flimsall & Bidwell, M. R.
Turnbull, Walter, Chepstow-villas, Bayswater, Esq. Feb 23. Aldin & Turnbull, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 2, 1866.

Bayes, Jane, Worcester, Widow. April 2. Gregory, Upton-upon-Severn, Worcester.
Bolland, Jas, Leeds, York, Gent. March 31. Snowdon & Son, Leeds.
Buchanan, Jas, Woburn-pl, Tavistock-sq, Colonel in British Army. March 31. Carpenter, Coleman-st.
Cooper, Jas, Bootham, York, Druggist. May 1. J. J. P. & H. Wood, York.
Craister, Maria, Sutherland, Exeter, Widow. March 30. Ricketts, Bath.
Cragg, John, Northampton-sq, Clerkenwell, Watch Maker. March 3. Millman, Southampton-buildings, Chancery-lane.
Gamble, Harrison, Winthorpe, Nottingham, Gent. March 12. Ashley, Newark-upon-Trent.
Holland, John Harry, Charlotte-st, Portland-pl, Middx, Esq. April 6. Turner & Co, Red Lion-sq.
Hollick, John, Hurley, Kingsbury, Farmer. March 10. Dewes & Norton, Nunceston.
Jenkins, Eliz, Plas Llanisaint, Carmarthen, Widow. March 20. Williams.
Jones, Sophia, Rochester-ter, Bayswater, Widow. March 25. Hart & Davies, Austin Friars.
Kelson, Joseph Jas, Bristol, Surgeon. March 31. Wallis, Bristol.
King, Wm, High Holborn, Pawnbroker. March 24. Clapham & Comins, Gt Portland-st.
Michell, Mrs. Jane, Windsor-rd, Upper Holloway, Widow. March 1. Hubbard, Bucklersbury.
Mocatta, Benj, Gloucester-sq, Hyde-park, Esq. March 16. Lindo & Sons, Moorgate-st.
Morgan, Wm, Glamford Briggs, Lincoln, Gent. June 1. Hutt & Co, Briggs.
Needham, Wm, Ridlington, Rutland, Farmer. April 30. Adam, Oakham.
Rason, Wm, Eastbourne, Sussex, Gent. Feb 26. Coles, Eastbourne.
Read, Wm, Lient.-Col. H. M. Royal North Down Rifles, Down, Ireland. Feb 24. Whitehouse, St Jame's-sq.
Royle, John, Moston, nr Manchester, Lancaster, Yeoman. April 2. Boote & Rylance, Manch.
Smith, Thos, Towcester, Northampton, Licensed Victualler. March 26. Sheppard, Towcester.
Vollum, Eliz, Hartlepool, Durham, Widow. March 1.

TUESDAY, Feb. 6, 1866.

Arkia, Jas, Scotch Gap, Northumberland, Grocer. April 2. W. & B. Woodman, Morpeth.
Arnold, Peter, Bradford, York, Comm Agent. March 17. Watson & Dickens, Bradford.
Blenkinsop, Thos, Newcastle-upon-Tyne, Cooper. March 31. Chartres, Newcastle-upon-Tyne.
Browning, Titus, Wolverhampton, Stafford, Coal Agent. March 14. Riley & Cresswell, Wolverhampton.
Day, Saml, Alford, Lincoln, Druggist. April 30. Deakin & Dent, Wolverhampton.
Fridlander, Moss, South-st, Finsbury, Gent. Sept 20. Browett, Coventry.
Hack, Wm, Burton Lazars, Leicester, Grazier. Feb 20. Latham & Son, Melton Mowbray.
Lees, John, Hill Top, Saddleworth, York, Yeoman. April 3. Ascroft, Oldham.
Mackay, Thos Hy, Canterbury, Esq. March 15. Wing & Du Cane, Gray's-inn-sq.
Mallett, Thos, Warner-st, New Kent-rd, Coal Merchant. April 1. Simpson, Wellington-st, London Bridge.
Noblett, Wm Rowland, Preston, Lancaster, Innkeeper. March 12. Teebay & Lynch, Lpool.
Peschey, John, Lakenheath, Suffolk, Farmer. March 1. J. & J. Read, Mildenhall.
Powell, Sophia, Halton-rd, Canonbury, Widow. April 1. Budd, Fig Tree-ct, Temple.
Pulman, Maria, Kingston, Surrey. March 19. Clark, New Broad-st.
Rothburgh, Day, Farnham Royal, Bucks. March 31. Ellis & Co, St Michael's-alley, Cornhill.
Sharp, Caroline Eliz, St George's-rd, Southwark. March 1. Kempster, Portsmouth-pl, Lower Kennington-lane.
Williams, Thos, Talog, Cilgwyn, Carmarthen, Cattle Dealer. March 10. Bishop, Llandovery.

Assignments for Benefit of Creditors.

FRIDAY, Feb. 2, 1866.

Mercer, Fredk Justus, Sheffield, Upholsterer. Jan 6. Smith & Burdakin, Sheffield.
Glenn, Joseph Barber, & Hy Glenn, Liverpool-rd, Islington. Jan 20. Harrison & Lewis, Old Jewry.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 2, 1866.

Abbott, Joseph, Southwark, Stationer. Jan 3. Comp. Reg Jan 30.
Allatt, Joseph, Heckmondwike, York, Draper. Nov 16. Asst. Reg Jan 31.
Alexander, Alex, Exeter, Optician. Jan 30. Comp. Reg Feb 1.
Baker, Thos Edmund, Ipswich, Suffolk, Butcher. Jan 17. Asst. Reg Jan 30.
Barne, Mary Ann, Brighton, Tea Dealer. Jan 27. Comp. Reg Jan 31.
Bell, Geo Edwd, Deal, Kent, Tutor. Jan 20. Comp. Reg Feb 2.
Booth, Philip Hampson, Manch, Manufacturer. Jan 8. Comp. Reg Feb 1.
Bowater, Philip, Wolverhampton, Builder. Jan 12. Asst. Reg Feb 1.
Broadhurst, Joseph, Gorton, Lancaster, Grocer. Jan 22. Comp. Reg Jan 30.
Brown, Saml, Oughtybridge, York, Steel Manufacturer. Jan 23. Asst. Reg Jan 31.
Collinson, Rose, Jarrow, Durham, Grocer. Jan 16. Asst. Reg Jan 30.
Crabtree, Abraham, Errington, Halifax, York, Ironfounder. Jan 3. Comp. Reg Jan 31.
Davies, Wm Hy, Newbury, Berks, Florist. Jan 17. Asst. Reg Jan 31.
Denton, Saml, York, Joiner. Jan 10. Comp. Reg Feb 1.
Ducker, John Carpenter, St Alban's, Hereford, Railway Contractor. Jan 18. Comp. Reg Jan 31.
Edwards, John, Southampton, Watchmaker. Jan 5. Comp. Reg Jan 31.
Evans, John, Westbromwich, Stafford, Grocer. Jan 4. Comp. Reg Feb 1.
Foran, Peter, Highgate, nr Birm, Grocer. Jan 2. Asst. Reg Jan 30.
Greenwood, Edwd, Cirencester, Upholsterer. Jan 26. Asst. Reg Jan 31.
Hardy, Wm, Lower Sydenham, Kent, Saddler. Jan 27. Comp. Reg Feb 1.
Harvey, Jas Thos, Kingston-upon-Hull, Nautical Instrument Maker. Jan 4. Asst. Reg Jan 31.
Hays, Wm Ivery, Cannon-st, Financial Agent. Jan 20. Asst. Reg Feb 2.
Hickes, Joseph, Lpool, Ironmonger. Jan 25. Asst. Reg Feb 1.
Hodgson, Fielden, Manch, Canal Agent. Jan 19. Comp. Reg Feb 1.
Hope, Wm, Congleton, Chester, Innkeeper. Jan 3. Asst. Reg Jan 30.
Hunt, Chas, Kentish Town, Comm Agent. Jan 20. Comp. Reg Jan 31.
Howell, Richd Thos, Llanelly, Carmarthen, Corn Merchant. Jan 30. Asst. Reg Jan 31.
Howes, Jas, Brighton, Wine and Spirit Merchant. Jan 13. Asst. Reg Feb 1.
Lavey, Benj, Welclose-sq, Clothier. Jan 25. Comp. Reg Feb 1.
Linard, Benj, & Hy Edwd Pearce, Manch, Stay and Corset Manufacturers. Jan 6. Asst. Reg Feb 2.
Marchanton, Jas, Hulme, Manch, Bookkeeper. Jan 22. Comp. Reg Feb 1.
Masfield, Wm, Birm, Grocer. Jan 5. Asst. Reg Jan 30.
Meimargolu, Hercules, London, Merchant. Feb 2. Comp. Reg Feb 1.
Nowill, Wm, Frome Seilwood, Somerset, Carrier. Jan 3. Conv. Reg Jan 30.
Powell, Evan, Christchurch, Monmouth, Brewer. Jan 27. Comp. Reg Feb 1.
Prebble, Geo Fredk, Dover, Grocer. Jan 4. Asst. Reg Jan 31.
Price, Jas King, Rhymney, Monmouth, Grocer. Jan 5. Comp. Reg Jan 31.
Richards, John, Tythegston, Glamorgan, Draper. Jan 12. Asst. Reg Feb 1.
Russell, Wm, Reading, Berks, Grocer. Jan 5. Asst. Reg Feb 2.
Simpson, Thos, Nottingham, Hatter. Jan 25. Asst. Reg Feb 1.
Smith, Thos, Rotherham, York, Carter. Jan 5. Comp. Reg Feb 1.
Stanger, Geo Octavine, Leadenhall Market, Meat Salesman. Jan 22. Comp. Reg Jan 30.
Walker, Thos West, Poole, Ornamental File Manufacturer. Jan 3. Asst. Reg Jan 30.
Watson, Robt, Peckham, Surrey, Attorney's Clerk. Jan 23. Comp. Reg Feb 1.
Webb, Simon, Wolverhampton, Stafford, Printer. Jan 13. Asst. Reg Feb 1.
Wignall, Robt Hy, Lpool, Toffee Manufacturer. Jan 4. Comp. Reg Feb 1.
Wilson, Joseph, & Hy Warwick, Leeds, Cloth Merchants. Jan 3. Asst. Reg Jan 30.
Wills, Thos Doidge, Barnstaple, Devon, Druggist. Jan 3. Asst. Reg Jan 31.

TUESDAY, Feb. 6, 1866.

Andrews, Wm Hy, Cerne Abbas, Dorset, Grocer. Jan 6. Asst. Reg Feb 2.
Bird, Adam, Leeds, Mechanic. Jan 29. Asst. Reg Feb 5.
Boulch, Chas, Kingston-upon-Hull, Tailor. Jan 12. Asst. Reg Feb 2.
Bourne, Geo, Unstable, Bedford, Engineer. Feb 3. Comp. Reg Feb 1.
Brown, Colin, Leeds, Cloth Merchant. Jan 9. Inspectorship. Reg Feb 5.
Buxton, John, Birm, Printer. Jan 29. Comp. Reg Feb 5.
Cropper, John Staines, Smeinton, Nottingham, no occupation. Jan 25. Asst. Reg Feb 6.
Duckworth, Joseph, Lpool, Builder. Jan 8. Asst. Reg Feb 5.
Dudeney, Gilbert, Burnham, Somerset, Schoolmaster. Jan 12. Comp. Reg Feb 5.
Fendick, John Brannett, Castle Hedingham, Essex, Grocer. Jan 12. Asst. Reg Feb 3.
Fosbrooke, Thos Dudley, Tamerton Folliott, Devonshire, Retired Lieutenant. Jan 5. Asst. Reg Feb 2.
Gorbutt, Thos, Oldham, Lancaster, Smallware Dealer. Jan 15. Asst. Reg Feb 6.
Hammond, Jas Templeton, Lpool, Draper. Jan 6. Asst. Reg Feb 3.
Harn, David, Broxted, Essex, General-shop Keeper. Jan 9. Asst. Reg Jan 31.
Heritage, Eliz, Studley, Warwick, Grocer. Jan 10. Asst. Reg Feb 5.
Haywood, Wm, King's-Cross, Coal Merchant. Jan 22. Comp. Reg Feb 6.
Hill, Edwin, Sheffield, Boot Dealer. Jan 13. Comp. Reg Feb 5.

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Keel, Ellis, Wm Ealing Keel, & Chas Geo Keel, Stockwell-st, Green-
wich, Drapers, Jan 18. Comp. Reg Feb 6.
Kirkman, Giardinelli Spooner, Parliament-st, Civil Engineer. Feb 2.
Comp. Reg Feb 2.
Layng, Francis Wm, Llanelly, Carmarthen, Wine Merchant. Jan 8.
Asst. Reg Jan 5.
Marsden, Joseph, Oldham, Lancaster, Cotton Waste Dealer. Feb 2.
Comp. Reg Feb 6.
McCulloch, Chas Alex, Covent-garden-market, Druggist. Jan 12. In-
spectorship. Reg Feb 3.
Mercer, Wm, Aldersgate-st, Cheesemonger. Jan 25. Inspectorship.
Reg Feb 5.
Milligan, Wm, Newcastle-upon-Tyne, Tailor. Jan 9. Asst. Reg
Feb 5.
Miles, Wm Ackroyd, & Wilson Holden, Bradford, York, Woolstaplers.
Jan 6. Asst. Reg Feb 5.
Mitchell, Jas, & Thos Mitchellhill, Argyle-st, Regent-st, Tailors.
Jan 30. Comp. Reg Feb 3.
Moore, Fredk Collingham, Leeds, Optician. Jan 1. Asst. Reg
Jan 5.
Newell, Joseph, & Francis Robson, Idle, York, Stone Merchants. Jan
8. Comp. Reg Feb 5.
Parnell, Geo Thos, York-rd, Lambeth, Engineer. Jan 30. Comp.
Reg Feb 6.
Robinson, Thos, Bradley, Stafford, Shoemaker. Jan 9. Asst. Reg
Feb 5.
Rowley, Enoch Danl Hartshorn, Birm, Patent Axle Tree Manufac-
turer. Jan 9. Comp. Reg Feb 5.
Siles, Wm, Broad Hinton, Wilts, Farmer. Jan 11. Asst. Reg
Feb 6.
Stokes, Richd, Victoria-grove, West Brompton, Silk Mercer's Assis-
tant. Jan 31. Comp. Reg Feb 5.
Stokes, Edwd, Spencer-st, Clerkenwell, Jeweller. Jan 31. Comp.
Reg Feb 8.
Stones, Joseph, Smithwick, Stafford, Ironmaster. Jan 31. Comp.
Reg Feb 3.
Thompson, Andrew, Sunderland, Durham, House Builder. Jan 9.
Asst. Reg Feb 6.
Unett, Jas, Loxley, Stafford, Railway Time Keeper. Jan 13. Comp.
Reg Feb 5.
Wheeler, Wm, Freeschool-st, Horsley-down, Grocer. Jan 10. Comp.
Reg Feb 2.
Williams, Robt, Conway, Carnarvon, Cabinet Maker. Jan 16. Comp.
Reg Feb 5.

Bankrupts.

FRIDAY, Feb. 2, 1866.

To Surrender in London.

Baker, Richd, Prisoner for Debt, London. Pet Jan 27 (for pau). Feb
13 at 1. Hicks, Moorgate-st.
Baxter, Thos, Whitechapel-rd, Ironmonger. Pet Jan 30. Feb 20 at
12. Camp, Paternoster-row.
Beale, Ambrose, Croydon, Surrey, Timber Merchant. Pet Jan 31.
Feb 20 at 12. Fowke, James-st, Adelphi.
Blythton, Chas, Rochester-row, Westminster, Carcase Butcher. Pet
Jan 31. Feb 14 at 12. Hall, Coleman-st.
Bradfield, Josiah, Liquorpond-st, Gray's-inn-rd, Grocer. Pet Jan 25.
Feb 12 at 1. Mathews & Co, Leadenhall-st.
Brown, Thos, Berkhampstead, Herts, Provision Dealer. Pet Jan 29.
Feb 12 at 12. Hall, Coleman-st.
Castle, Wm Arthur, King-st, City, Wool Merchant. Pet Jan 15. Feb
13 at 1. Moss, Moorgate-st.
Clarkson, Joseph, Sloane-st, Chelsea. Adj Jan 13. Feb 21 at 2.
Childley, Old Jewry.
Constable, Benj, Jun, Tottenham, Middx, Law Clerk. Pet Jan 29.
Feb 13 at 2. Parkes, Beaufort-buildings, Strand.
Creed, Thos Britain, Globe-st, Wapping, Lighterman. Pet Jan 30.
Feb 13 at 2. Keigley & Co, Ironmonger-lane.
Davis, Alfred, Union-st, Spitalfields, China Dealer. Pet Jan 29. Feb
13 at 2. Solomon, Finsbury-pl.
Ellis, Alfred, Cornwall-rd, Paddington, Locksmith. Pet Jan 29. Feb
13 at 12. Hall, Lincoln's-inn-fields.
Flint, Wm, Horley, Surrey, Butcher. Pet Jan 19. Feb 13 at 1. Law-
rence & Co, Old Jewry.
Floder, Arthur, Streatham, Surrey, Builder. Pet Jan 30. Feb 12 at
1. Philby, Fenchurch-buildings.
Gregory, Maurice Edwin, Church-st, Chelsea, Grocer. Pet Jan 31.
Feb 20 at 12. Reed, Guildhall-chambers.
Greenhill, Jas Chas, Fenchurch-st, Merchant. Pet Jan 26. Feb 13 at
11. Lloyd, Wood-st, Cheapside.
Hemming, Edwin, Alford, Surrey, Grocer. Pet Jan 27. Feb 13 at 12.
White, Dane's-inn, Strand.
Hurren, Jas, Gt Winchester-st, London-wall, Wholesale Clothier.
Pet Jan 39. Feb 13 at 1. Drew, New Basinghall-st.
Kettils, Thos, St Thomas-st, Southwark, Hop Agent. Pet Jan 31.
Feb 14 at 12. Stokes, High-st, Southwark.
McDonald, Colin John, Gordon-rd, Stoke Newington, Commercial
Clerk. Pet Jan 30. Feb 21 at 2. Holmes, Milk-st.
Moorhouse, John, Whitcombe-st, Leicester-sq, Plumber. Pet Jan 31.
Feb 14 at 12. Marshall, Lincoln's-inn-fields.
Myers, Wm, Silver-town, Essex, Journeyman Lighterman. Pet Jan
29. Feb 27 at 12. Hall, Coleman-st.
Parr, John, 84 Giles, Norwich, Confectioner. Pet Jan 29. Feb 13 at
12. Chittick, Norwich.
Parsons, John, Gipsy-hill, Norwood, Railway Porter. Pet Jan 29.
Feb 13 at 2. Moss, Gracechurch-st.
Sharpe, Saml Curtis, & Fredk Bowles Brunwin, Norland-sq, Notting-
ham, Schoolmasters. Pet Jan 25. Feb 13 at 11. Deere, Lincoln's-
in-fields.
Short, Thos, Stanmore-st, Islington, out of business. Pet Jan 29.
Feb 21 at 11. Beard, Basinghall-st.
Smith, Fredk, Davis-rd, Isle of Dogs, Cheesemonger. Pet Jan 29.
Feb 21 at 1. Regby, Rise-lane.
Truss, Thos Seaville, Gracechurch-st, Civil Engineer. Pet Jan 31.
Feb 14 at 1. Wynne, Mark-lane.
Wilson, John Arnold, Sunbury, Middx, Farmer. Pet Jan 30. Feb 31
at 2. Munday, Essex-st, Strand.

Wilson, Wm Thos, Bunhill-row, Middx, Hat Blocker. Pet Jan 29.
Feb 13 at 1. Childley, Old Jewry.
Wood, Edwin Leonard, Wapping-st, Mercantile Agent. Pet Feb 1.
Feb 14 at 1. Hall, Coleman-st.

To Surrender in the Country.

Adkin, Hy, Wiltshire, nr Manoh, Schoolmaster. Pet Jan 30.
Manoh, Feb 12 at 11. Roberts, Manoh.
Beavis, Robt, Shanklin, Isle of Wight, Builder. Pet Jan 29. New-
port, Feb 14 at 12. Hooper, Newport.
Bilborough, Thos, Blackpool, Lancaster, Fishmonger. Pet Jan 31.
Poulton-le-Fylde, Feb 14 at 1. Ambler, Preston.
Blancet, Daniel, Charlton Kings, Gloucester, Teacher of Languages.
Pet Jan 27. Cheltenham, Feb 14 at 11. Chesahyre, Cheltenham.
Broughton, Richd, Wednesbury, Stafford, Bricklayer. Pet Jan 29.
Feb 14 at 12. Bayley, Wednesbury.
Brown, Saml, Longton, Stafford, Grocer. Pet Jan 25. Stoke-upon-
Trent, Feb 17 at 10. Tennant, Hanley.
Buck, M'les, Prisoner for Debt, Norfolk, Adj Jan 16. Norwich, Feb
20 at 11. Emerson, Norwich.
Cannon, Amos, Lewknor, Oxford, Innkeeper. Pet Jan 26. Thame,
Feb 13 at 13. Spicer, Gt Marlow.
Champion, Alfred, Glastonbury, Shopkeeper. Pet Jan 29. Wells,
Feb 15 at 12. Bullied.
Cooks, Eliz, Corby, Lincoln, Licensed Victualler. Pet Jan 30. Gran-
tham, Feb 12 at 12. Law.
Coubrough, Thos, Lpool, Ship Store Dealer. Pet Jan 13. Lpool, Feb
15 at 11. Hindle, Lpool.
Dawson, Jas Wm, Burton-upon-Trent, Stafford, Commercial Clerk.
Pet Feb 1. Birm, Feb 31 at 12. James & Griffin, Birm.
Doxey, John, Bridgend, Glamorgan, Coach Builder. Pet Jan 31.
Bristol, Feb 14 at 11. Abbot & Leonard, Bristol.
Edwards, Saml, & Thos Edwards, Manoh, Saddle Tree Makers. Pet
Jan 26. Tamworth, Feb 13 at 1. Simmons, Redditch.
Ellis, Wm, Southampton, out of business. Pet Jan 30. Southamp-
ton, Feb 19 at 12. Mackey, Manoh.
Evans, John Benj, Pontypool, Monmouth, Solicitor. Pet Jan 31. Ponty-
pool, Feb 15 at 11. Greenway & Bytheway, Pontypool.
Fowles, Fredk, Hereford, out of business. Pet Jan 31. Birm, Feb 16
at 12. Suckling, Hereford.
Foy, Chas, & Geo Ellerton, Dukinfield, Chester, Proprietors of the
Royal Amphitheatre. Pet Jan 29. Manoh, Feb 14 at 12. Gardner,
Manoh.
Gath, Wm, Bradford, York, Stuff Merchant. Pet Jan 29. Leeds, Feb
15 at 11. Welsh, Manoh.
Gage, Chas, Monks Eligh, Suffolk, Farmer. Pet Jan 25. Hadleigh,
Feb 19 at 3. Cardinall & Wright, Halstead.
George, Hy, Prisoner for Debt, Birm. Adj Jan 20. Birm, Feb 16
at 10.
Giblett, Wm, Glastonbury, Grocer. Pet Jan 29. Wells, Feb 15 at 12.
Bullied.
Greening, Wm, Birm, Tailor. Pet Feb 1. Birm, Feb 19 at 12. Wal-
ford, Birm.
Hanagan, Patrick Cole, Rochdale, Lancaster, Chemist. Pet Jan 27.
Rochdale, Feb 15 at 11. Whitehead, Rochdale.
Hawkes, Saml, Birm, Jeweller. Pet Jan 25. Birm, Feb 16 at 10.
Harrison, Birm.
Heyworth, John, Burnley, Lancaster, Dealer in Poultry. Adj Jan 17.
Colne, Feb 26 at 11. Fox, Manoh.
Hobson, Jas, Leicester, Grocer. Pet Jan 30. Leicester, Feb 15 at 12.
Smith, Nottingham.
Hudson, Ephraim, Dawley, Salop. Pet Jan 29. Madeley, Feb 17 at
11.30. Walker, Wellington.
Hurst, Hy Hall, Winton, Durham, Journeyman Blacksmith. Pet
Jan 29. Gateshead, Feb 13 at 12. Joel, Newcastle-upon-Tyne.
Johnson, Wm Parsons, Birm, File Maker. Pet Jan 24. Birm, Feb 16
at 10. Duke, Birm.
Johnson, Wm, Bradford, York, Hotel Porter. Pet Jan 30. Bradford,
Feb 13 at 9.45. Terry & Watson, Bradford.
Julian, Edw Banks, Chipping Campden, Gloucester, Architect. Pet
Jan 27. Shipston-on-Stour, Feb 13 at 12. Griffiths & Meggison,
Campden.
Knapp, Geo, Southampton, Coach Maker. Pet Jan 30. Southamp-
ton, Feb 19 at 12. Mackey, Southampton.
Lear, Wm, Chesham, Bucks, Coach Builder. Pet Jan 31. Chesham,
Feb 14 at 11. Simpson, St Albans.
Lumbard, Wm, Hawkechurch, Dorset, Farmer. Pet Jan 27. Exeter,
Feb 16 at 1. Floud, Exeter.
Lund, Luke, Preston, Lancster, out of business. Pet Jan 30. Manoh,
Feb 22 at 12. Cobbett & Wheeler, Manoh.
Major, Joseph, jun, Daventry, Northumberland, Tailor. Pet Jan 29.
Daventry, Feb 14 at 10. Roche, Daventry.
Marchant, John, Hastings, Sussex, Lodging-house Keeper. Pet Jan
30. Hastings, Feb 17 at 11. Shorter, Hastings.
Meadows, Geo, Norwich, Norfolk, unemployed. Pet Jan 29. Little
Walsingham, Feb 15 at 3. Sadd, jun, Norwich.
Mills, Joseph, Oldswinford, Worcester, Boot Maker. Pet Jan 30.
Stourbridge, Feb 16 at 10. Pearnan, Stourbridge.
Moss, Jas, Basingham, Lincoln, Wheelwright. Pet Jan 29. Newark,
Feb 14 at 12. Brown, Lincoln.
Munday, Jas, Blandford Forum, Dorset, Baker. Pet Jan 31. Bland-
ford, Feb 17 at 3. Moore, Wimborne.
Parker, Thos, Dawlish, Plumber. Pet Jan 27. Torquay, Feb 13 at
11. Floud, Exeter.
Perry, Edwd, Litchfield, Denbigh, Plasterer. Pet Jan 29. Lpool,
Feb 13 at 12. Sherratt, Wrexham.
Plater, Benj, Jun, Haddenham, Oxford, Shoe Maker. Pet Jan 26.
Thame, Feb 13 at 12. Spicer.
Purser, Thos, Brighton, Bricklayer. Pet Jan 27. Brighton, Feb 16 at
11. Wetherfield, London.
Rangle, Mark, Denton, Lancaster, Joiner. Pet Jan 4. Ashton-under-
Lyne, Feb 15 at 12. Tug, Ashton-under-Lyne.
Ridley, John, Shiffall, Salop, Licensed Victualler. Pet Jan 31. Birm,
Feb 19 at 12. Bartlett, Wolverhampton.
Rottenberry, Joseph, Framingham, Devon, Builder. Pet Jan 30. Exe-
ter, Feb 16 at 1. Clarke, Exeter.
Salter, Wm, Welchpool, Montgomery, Saddler. Pet Jan 30. Welch-
pool, Feb 14 at 11. Jones, Welchpool.

Scholes, Joseph, Dewsbury, York, Joiner. Pet Jan 30. Dewsbury, Feb 16 at 12. Harle, Leeds.
 Simpson, John, Harrogate Wells, York, Lodging-house Keeper. Pet Jan 29. Leeds, Feb 15 at 12. Markland & Davy, Leeds.
 Stringer, Saml, Tinton, Stafford, Furniture Dealer. Pet Feb 1. Birm, Feb 16 at 12. James & Griffin, Birm.
 Taylor, Dennis, Kington-upon-Hull, Beerhouse Keeper. Pet Jan 29. Kington-upon-Hull, Feb 14 at 3. Summers, Hull.
 Treadwell, John, Prisoner for Debt, London. Adj Jan 17. Carlisle, Feb 13 at 12. Wannop, Carlisle.
 Train, Wm, Scarborough, Batchelor. Pet Jan 24. Scarborough, Feb 13 at 3. Glover, Scarborough.
 Turner, Hy, Aston-juxta-Birmingham, Warwick, Ale Merchant. Pet Jan 29. Birm, Feb 16 at 10. Wood, Birm.
 Walker, Alfred, Winslow, Buckingham, General Dealer. Pet Jan 29. Buckingham, Feb 12 at 2. Clark, Aplebury.
 Waring, Thos, Leeds, York, Shoe Manufacturer. Pet Jan 31. Leeds, Feb 15 at 12. Harle, Leeds.
 Webb, John, Lichfield, Grocer. Pet Jan 31. Birm, Feb 19 at 12. Reece & Harris, Birm.
 Wilson, Benj, Norton, nr Malton, York, Potato Merchant. Adj Jan 16. New Malton, Feb 14 at 11. Walker & Langborne, New Malton.
 Wilson, Hy, Darlington, Durham, Share Broker. Pet Jan 29. Newcastle-upon-Tyne, Feb 16 at 12. Harle & Co, Newcastle-on-Tyne.

TUESDAY, Feb. 6, 1866.

To Surrender in London.

Bernstein, Julius, Essex-rd, Islington, Wholesale Jeweller. Pet Feb 2. Feb 20 at 12. Sydney & Son, Finsbury-circus.
 Bills, Wm, Dartford, Kent, Bricklayer. Pet Jan 31. Feb 21 at 2. Buchanan, Basinghall-st.
 Boulton, Wm, Harrow-on-the-Hill, Builder. Pet Feb 1. Feb 19 at 11. Gledhill, Fenchurch-st.
 Cowne, Horatio, Southampton-st, Camberwell, Job Master. Pet Jan 31. Feb 20 at 12. Poole, Bartholomew-close.
 Cushion, John, Hare-st, Bethnal-green, Japanese Furniture Manufacturer. Pet Feb 2. Feb 19 at 11. Hall, Coleman-st.
 Ensby, Chas, North Wharf-rd, Paddington, Foreman. Pet Feb 1. Feb 20 at 1. Wilding, Titchborne-st, Edgeware-rd.
 Greensill, Jas Saml, Prisoner for Debt, Maidstone. Pet Jan 31. Feb 28 at 11. Hughes & Musket, Woodrich.
 Howard, Eliz, Prisoner for Debt, London. Pet Feb 1 (for pau). Feb 20 at 1. Jenkinson, Fenchurch-st.
 Mayhew, Augustus Farr, Clark-st, Mile-end, Tailor. Pet Feb 3. Feb 19 at 11. Wills, Gt Carter-lane.
 Parr, Wm, Norwich, Licensed Victualler. Pet Jan 29. Feb 21 at 1. Doyle, Verulam-buildings, Gray's-inn.
 Parker, Wm, Pownall-rd, Dalston, Draper's Assistant. Pet Feb 3. Feb 20 at 1. Drew, New Basinghall-st.
 Payne, Francis Armstrong Wynne, Clerk, Woolwich. Pet Feb 1. Feb 28 at 11. Lewis & Lewis, Ely-pl.
 Rogers, Wm, Alfred-st, Roman-rd, Islington, out of business. Pet Feb 1. Feb 20 at 1. Lewis & Lewis, Ely-pl.
 Toms, Wm, Prisoner for Debt, London. Pet Jan 31 (for pau). Feb 20 at 1. Howell, Cheap-side.
 Wheeler, Fredk Leach, Salisbury, Draper. Pet Jan 24. Feb 20 at 11. Treherne & Co, Barge-yd-chambers.
 Williams, Wm Jas, Queen's-sq, Westminster, Tailor. Pet Feb 1. Feb 28 at 11. Bennett & Stark, Lincoln's-inn-fields.
 Wilhelm, Krozniski, Wellington-terrace, St John's-wood, Merchant Tailor. Pet Feb 2. Feb 20 at 11. Lawrence & Co, Old Jewry-chambers.
 Winks, Hy, sen, Essex-rd, Islington, Upholsterer. Pet Feb 2. Feb 19 at 11. Mills, Brunswick-pl, City-rd.

To Surrender in the Country.

Atkins, Jas, Prisoner for Debt, Lancaster. Adj Jan 17. Lpool, Feb 17 at 11.
 Baines, John, Bedale, York, out of business. Pet Jan 31. Northallerton, Feb 20 at 11. Robinson, Richmond.
 Barnes, Edwd, Lpool, Licensed Victualler. Pet Feb 3. Lpool, Feb 19 at 11. Best, Lpool.
 Bedworth, Jas, jun, Birm, Tobacco Dealer. Pet Feb 2. Birm, Feb 16 at 10. East, Birm.
 Bracegirdle, Jas, Macclesfield, Chester, Innkeeper. Pet Jan 25. Manch, Feb 19 at 12. Sale & Co, Manch.
 Brewster, Geo, Congleton, Chester, Ironmonger. Pet Feb 2. Congleton, Feb 10 at 4. Welch & Burditt, Sandbach.
 Butler, Hy, sen, Birm, Coal Dealer. Pet Jan 15. Birm, Feb 16 at 10. Parry, Birm.
 Carter, Thos, Prisoner for Debt, Manch. Pet Jan 29 (for pau). Manch, Feb 26 at 9.30. Law, Manch.
 Coles, Wm, Exeter, Innkeeper. Pet Feb 3. Exeter, Feb 19 at 11. Toby, Exeter.
 Cookson, Geo, Whitegate, Chester, Publican. Pet Jan 30. Northwich, Feb 20 at 3. Thompson, Northwich.
 Cope, Jas, Tarporley, Chester, Comm Agent. Pet Feb 5. Lpool, Feb 20 at 11. Churton, Chester.
 Crompton, John, Prisoner for Debt, Manch. Pet Jan 29 (for pau). Manch, Feb 26 at 9.30. Law, Manch.
 Dedman, Wm, Claydon, Suffolk, Bricklayer. Pet Feb 2. Ipswich, Feb 19 at 11. Moore, Ipswich.
 Derry, Mary, North Shields, Northumberland, Innkeeper. Pet Feb 1. Newcastle-upon-Tyne, Feb 16 at 11.30. Hoyle & Shipley, Newcastle-upon-Tyne.
 Diamond, Saml, Wellington, Somerset, Innkeeper. Pet Feb 2. Exeter, Feb 17 at 11. Davis, Wellington.
 Doewra, Danl, North Walsham, Norfolk, Dealer in Marine Stores. Pet Feb 2. North Walsham, Feb 20 at 11. Atkinson, Norwich.
 Elton, Geo, Jan, Derby, Cabinet Maker. Pet Jan 31. Derby, Feb 21 at 12. Briggs, Derby.
 Frost, Richd, Honiton, Devon, Cabinet Maker. Pet Jan 31. Exeter, Feb 16 at 12. Tweed, Honiton.
 Garrard, Wm, Lavenham, Suffolk, Grocer. Pet Jan 29. Sudbury, Feb 19 at 12. Cardinal & Wright, Halesstead.
 Gould, Geo Oldfield, Elverstone, Lancaster, Labourer. Pet Feb 1. Ambleside, Feb 21 at 12. Heelis, Hawkshead.

Gould, Charlotte Mary, Milton-next-Gravesend, Kent. Pet Jan 31. Gravesend, Feb 17 at 11. Sharland, Gravesend.
 Graves, Ellis, Sprotborough, York, Innkeeper. Pet Jan 29. Leeds, Feb 17 at 12. Shirley & Atkinson, Doncaster.
 Hack, Alfred, Taddington, Bedford, Farmer. Pet Feb 2. Leighton Buzzard, Feb 21 at 10. Simpson, St Alban's.
 Hann, Hy Brown, Somerton, Somerset, Innkeeper. Pet Feb 2. Langport, Feb 17 at 10. Westlake, Langport.
 Harvey, Saml, Membury, Devon, Farmer. Pet Feb 1. Exeter, Feb 17 at 11.30. Floud, Exeter.
 Hubert, Evan, Booth, Cardigan, House Builder. Pet Jan 31. Aberystwith, Feb 27 at 9. Jones, Welchpool.
 Ineson, Geo, Dewsbury-moor, York, out of business. Pet Feb 2. Dewsbury, Feb 16 at 12. Tibberson, Dewsbury.
 Kenyon, Margaret, Manch, Milliner. Pet Feb 5. Salford, Feb 14 at 9.30. Andrews, Manch.
 Marsden, Joseph, Ossett, York, Rag Dealer. Pet Jan 26. Dewsbury, Feb 16 at 12. Stringer, Ossett.
 McDougall, Jas, Walsall, Stafford, Licensed Victualler. Pet Feb 3. Birm, Feb 23 at 12. James & Griffin, Birm.
 Mellor, Wm, Hanley, Stafford, Draper. Pet Feb 3. Birm, Feb 19 at 12. Hodgson & Son, Birm, and Stevenson, Hanley.
 Moore, Richd, Lpool, Brewer. Pet Feb 3. Lpool, Feb 19 at 11. Harris, Lpool.
 Pearce, Mary, Kenwyn, Cornwall, Grocer. Pet Feb 2. Truro, Feb 20 at 11. Paull, Truro.
 Peach, Hy, Hilton, Dorset, Lime Burner. Pet Feb 2. Blandford, Feb 17 at 2. Weston, Dorchester.
 Pollard, Wm, Birm, out of business. Pet Jan 24. Birm, Feb 16 at 10. Parry, Birm.
 Prime, Edwd, Halesworth, Suffolk, Veterinary Surgeon. Pet Feb 2. Halesworth, Feb 21 at 10. Read, Halesworth.
 Shaw, John, Aston-juxta-Birm, Journeyman Tin-plate Worker. Pet Jan 18. Birm, Feb 16 at 10. Parry, Birm.
 Thomas, John, Hlogan, Cornwall, Horse Dealer. Pet Jan 30. Redruth, Feb 21 at 11. Holloway, Redruth.
 Watson, Wm, Lincoln, Tailor. Pet Feb 3. Lincoln, Feb 19 at 11. Hebb, Lincoln.
 Webb, Stephen, Feckenham, Worcester, out of business. Pet Feb 2. Redditch, Feb 23 at 11. Horton, Bromsgrove.
 Willey, Godfrey, Bradford, York, out of business. Pet Feb 2. Leeds, Feb 22 at 11. Terry & Watson, Bradford.
 Williams, Wm, Manch, Provision Dealer. Pet Feb 2. Manch, Feb 22 at 9.30. Eltoft, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 2, 1866.

Bell, Geo Edwd, Deal, Kent, Tutor. Jan 30.

TUESDAY, Feb. 6, 1866.

Thompson, Hy, Manch, Beer Retailer. Jan 31.

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